

1904-0116 Chancery Causes: Eliya A. Taylor vs. Hattie A. Fulkerson &c  
Lee Co.

Folder 1 of 5

Ely, Bales, Wheeler, Kesterson, Colson, Morgan, Smith, Crockett,  
Louisville & Nashville Railroad Co], Baylor, Beaty, Carnes, Mink,  
Citizens Bank & Trust Co], Bank of Cumberland Gap], Richmond,  
Bank of Shawanee], Hyatt, Varney, Cridlin, Irvine, Thomas,  
Duncan, Hill, Purchett, Barber, Harber, Munsey

-Deed

CA-Debt

T-Property

Will: 1895 : Moses L. Ely : Lee County



To the Honorable W.T. Miller, Judge of the Circuit Court for Lee County, Virginia.

Humbly complaining, your oratrix, Flixia A. Taylor, a citizen of said County, respectfully represents unto the Court that on the 15th day of March, 1893, the said court rendered a judgment at law in her favor against one L.D. Fulkerson for the sum of four hundred and thirty-two dollars (\$432.00), with legal interest thereon from the 22nd day of May, 1892, until payment, and eight dollars and four cents (\$8.04) costs, as will more fully appear from an inspection of a certified copy of said judgment which is herewith filed as a part hereof, marked "Exhibit No. 1"; that the said judgment was duly docketed in the Office of the Clerk of the County Court for said County in Judgment Lien Docket No. 3, page 11, on the 27th day of March, 1893, as will more fully appear from an inspection of a certified transcript therefrom which is herewith filed as a part hereof, marked "Exhibit No. 2"; that a writ of fieri facias was issued from the clerk's office of this court on said judgment and was returned "Not executed no property found", as will more fully appear from an inspection of a certified transcript from Execution Book No. \_\_\_\_, page 36, which is herewith filed as a part hereof, marked "Exhibit No. 3"; and that no part of said judgment has ever been paid, but that the same and every part thereof is now justly due and owing to your oratrix.

Your oratrix further represents that by deed dated the 3rd day of April, 1888, James W. Orr, Commissioner &c. conveyed to the said L.D. Fulkerson a certain lot or parcel of land lying in said county containing, by estimation, 3 acres, which deed was duly recorded in Deed Book No. 30, page 481, on the 14 day of October, 1894 all of which will more fully appear from an inspection of a certified copy of said deed which is herewith filed as a part hereof,



marked "Exhibit No.4"; that the said L.D.Fulkerson afterwards sold the said tract of land to one Joseph R.Thomas and put him in the possession thereof, but never made a conveyance of the same to him, and afterwards the heirs of said Thomas, he having died intestate, sold and conveyed said land to one C.N.Morgan, and the said Morgan afterwards sold said lot or parcel of land to James M.Wheeler, Sr., who fully paid therefor before his death, but failed to make a conveyance of the same to the said Wheeler in his lifetime, and afterwards the said James M.Wheeler, Sr. having died intestate, in the partition of his real estate among his heirs, said lot or parcel, among several others, was assigned to his daughter, Mollie Kesterson, wife of C.R.Kesterson, and by request of the said Mollie Kesterson, the said L.D.Fulkerson and Hattie A.Fulkerson, his wife, and C.N.Morgan and ~~Mary~~ <sup>Ary</sup> Morgan, his wife, by deed dated the 31st day of August, 1894, conveyed the said lot or parcel of land to the said C.R.Kesterson, which deed was duly recorded in Deed Book No.30 page 482 et seq. on the 9th day of October, 1894, all of which will more fully appear from an inspection of a certified copy of said deed which is herewith filed as a part hereof, marked "Exhibit No.5"; and that the said C.R.Kesterson, by deed dated the 24th day of December, 1897, sold and conveyed the said lot or parcel of land, among other things, to the said Mollie Kesterson, which deed was duly recorded in Lee County Deed Book No.33, page 513, on the 25th day of December, 1897, all of which will more fully appear from an inspection of a certified copy of said deed which is herewith filed as a part hereof, marked "Exhibit No.6", the said Mollie Kesterson thus being the owner of said lot of land at the present time. This lot or parcel of land will hereinafter be called the "3-acre Mill tract."

Your oratrix further represents that on the 11th day of May,



1892, James W. Orr, Commissioner &c., conveyed to the said L.D. Fulkerson, *which said Fulkerson had purchased at judicial sale on* by deed bearing said date, four tracts or parcels of land as follows: (1) a tract known as Lot No. 1 in the partition of the lands of Hiram Ely, deceased, which partition is recorded in Lee County Deed Book No. 13, page 113, said lot containing 17 1/2 acres by estimation, (2) a tract known as lot No. 2 in said partition, estimated to contain 2 acres, (3) a tract known as Lot No. 3 in said partition, estimated to contain 9 acres, and (4) a tract known as Lot No. 4 in said partition, estimated to contain 7 1/2 acres, which deed has never been recorded, but still remains on file in the Clerk's Office of this court in the old chancery cause entitled "H. C. T. Richmond, Admr. &c. vs. J. H. Bales et als.", all of which will more fully appear from an inspection of a certified transcript of the record of said cause which is herewith filed as a part hereof, *and before September 24th 1889* marked "Exhibit No. 7"; that the said L.D. Fulkerson afterwards sold said lots Nos. 1, 2 and 3 and a half interest in said lot No. 4 to one John C. Vanoy who went into the possession thereof, and to whom the said L.D. Fulkerson executed a title bond which has never been recorded but never made a conveyance of the same; that the said John C. Vanoy and Sarah Vanoy, his wife, by deed dated the *24th* day of *September*, 1889, conveyed a strip of said land for right of way to the Louisville and Nashville Railroad Company, a corporation doing business in Virginia, which deed is recorded in Lee County Deed Book No *24*, page *590*, all of which will more fully appear from an inspection of a certified copy of said deed which is herewith filed as a part hereof, marked "Exhibit No. 8"; that afterwards the said John C. Vanoy sold, and the said L.D. Fulkerson and Hattie A. Fulkerson, his wife, and said John C. Vanoy and Sarah Vanoy, his wife, by deed dated the 24th day of June, 1892, conveyed the said three lots and the said half inter-

*Nov. 4 1888. in the chancery cause herein before named.*



est in the said fourth lot to Moses L.Ely and James M.Ely, jointly, which deed was duly recorded in Lee County Deed Book No 31, page 88, on the 17th day of December, 1894, all of which will more fully appear from an inspection of a certified copy of said deed which is herewith filed as a part hereof, marked "Exhibit No.9"; that the said Moses L.Ely and James M.Ely have both since departed this life, the said Moses L.having first made his last will and testament, a copy of which is herewith filed as a part hereof, marked "Exhibit No.10", but the said James M.Ely having died intestate *and for whom no committee was ever appointed* leaving a widow, Lucy Ely, who is a lunatic, and the following children, to wit: Jennie Fulkerson, wife of W.C.Fulkerson, Cordia Bales, wife of *Caleb* Bales, James Ely, William Ely and Catherine Ann Ely, his heirs at law, to whom his interest in said lands descended; that, by a proceeding in chancery, lately pending in this court, entitled "Jennie Fulkerson vs.Cordia Bales et al." the said lands, along with the other lands of the said Moses L. and James M.Ely, deceased, were partitioned among those entitled under said will and pursuant to the decree for partition, the said lots ~~to~~ 1, 2 & 3 and half of lot 4 falling to the said Catherine Ann Ely and Jennie Fulkerson, as your oratrix understands the matter, all of which will more fully appear from an inspection of a certified copy of the said partition which is herewith filed as a part hereof, marked "Exhibit No.11"; that the said L.D.Fulkerson and Hattie A. Fulkerson, his wife, by deed dated the 20th day of June, 1892, sold and conveyed the other half interest in said fourth lot, above referred to, to his son, C.E.Fulkerson, which deed was duly recorded in Lee County Deed Book No.31, page 198, on the 11th day of March, 1895, all of which will more fully appear from an inspection of a certified copy of said deed which is herewith filed as a part hereof, marked "Exhibit No.12"; that the said C.E.Fulkerson, by deed



dated the 8th day of February, 1897, sold and conveyed the said half interest in said fourth lot to one Granville Smith, which deed was recorded in Lee County Deed Book No.33, page 491, on the 22nd day of December, 1897, all of which will fully appear from an inspection of a certified copy of said deed, which is herewith filed as a part hereof, marked "Exhibit No.13"; that the said Granville Smith and Elizabeth Smith, his wife, by deed dated the 3rd day of September, 1897, sold and conveyed the said half interest in said lot of land to one Wm.A.Crockett, which deed was duly recorded in Lee County Deed Book No.33, page 490, on the 22nd day of December, 1897, all of which will more fully appear from an inspection of a certified copy of said deed which is herewith filed as a part hereof, marked "Exhibit No.14"; and that the said Wm.A.Crockett now owns the same. Said lots 1, 2 & 3 and said half interest in said lot four, will hereinafter be called the "Ely lands"; said other half of said fourth lot will be called the "4-acre C.F.Fulkerson tract"; and said right of way the "Vanoy-Railroad strip."

Now, your oratrix is advised that by virtue of the statute laws of Virginia, and by reason of the fact that her judgment aforesaid was docketed as aforesaid before conveyances by L.D.Fulkerson of said several tracts of land aforesaid were admitted to record, as aforesaid, her said judgment operates as a binding and subsistent lien upon and against all of said tracts of land aforesaid, and that she is entitled, at the hands of a court of equity, to have a decree for the sale of said lands, or so much thereof as may be necessary to satisfy her said judgment.

Your oratrix further represents that the following judgments, which are older and superior in point of priority of lien to the judgment aforesaid of your oratrix, appear upon the Judgment Lien Dockets in the Office of the Clerk of the County Court of Lee



County, never having been marked satisfied in full, to wit:

0 First.--A judgment at law in favor of Wm.J.Fleming for Wm.H. Burnes against L.D.Fulkerson, curator of Chas.Daugherty Est.Lee S. Fulkerson and W.W.Fulkerson for the sum of one hundred and nine dollars and four cents (\$109.04), with legal interest on one hundred dollars (\$100.00), part thereof, from the 16th day of October, 1891, until payment, and five dollars and eighty-eight cents (\$5.88) costs, rendered by the circuit court of Lee county on the 27th day of March, 1884, as will appear from an inspection of a certified copy of said judgment herewith filed as part hereof, marked "Exhibit No.15", and docketed in said Judgment Lien Docket No.2, page 103 on the 7th day of April, 1884, as will more fully appear from an inspection of a certified transcript therefrom, which is herewith filed as a part hereof, marked "Exhibit No.16"; but your oratrix alleges that this judgment, although it has never been so marked on said Lien Docket, has in fact been fully paid and satisfied, and as evidence of said satisfaction she files herewith as part hereof Marked "Exhibit No.17", a certified transcript from Execution Book No.\_\_\_\_, page 197, in the Clerk's Office of this Court;

0 Second.--A judgment at law in favor of Jos.Lochheim & Co.against J.H.Bales, W.W.Bales and L.D.Fulkerson for the sum of one hundred and fifty two dollars and ninety-one cents (\$152.91), with legal interest thereon from the 6th day of September, 1885, until payment and eight dollars and eighty-six cents (\$8.86) costs, rendered by said circuit court on the 29th day of March, 1886, as will more fully appear from an inspection of a certified copy of said judgment which is herewith filed as a part hereof, marked "Exhibit No. 18", and docketed in said Judgment Lien Docket No.2, page 140, on the 6th day of April, 1886, as will more fully appear from an inspection of a certified ~~xxx~~ transcript therefrom, which is here-



with filed as a part hereof, marked "Exhibit No.19"; but your oratrix alleges that this judgment has likewise been fully paid, and as evidence of this fact she files herewith as a part hereof, marked "Exhibit No.20", a certified transcript from Execution Book No. \_\_\_\_\_, page 219, in the clerk's office of this court;

Third.--A judgment at law in favor of J.B. Bover against the said L.D. Fulkerson for the sum of two hundred and eighty-seven dollars (\$287.00), with legal interest thereon from the 4th day of December, 1885, until payment, and seven dollars and twenty-six cents (\$7.26) costs, rendered by said circuit court on the 28th day of August, 1886, as will more fully appear from an inspection of a certified copy of said judgment which is herewith filed as a part hereof, marked "Exhibit No.21", and docketed in said Judgment Lien Docket No.2, page 147, as will more fully appear from an inspection of a certified transcript therefrom which is herewith filed as a part hereof, marked "Exhibit No.22"; but your oratrix alleges that this judgment has also been fully satisfied, and as evidence of said satisfaction she files herewith as part hereof, marked "Exhibit No.23", a certified transcript from Execution Book No. \_\_\_\_\_, page 225, in the clerk's office of this court.

✓ Fourth.--A judgment at law in favor of Jesse R. Edds, Assignee &c. against J.H. Bales, H.L. Bales, L.D. Fulkerson and W.W. Bales for the sum of two hundred dollars (\$200.00), with legal interest thereon from the 1st day of November, 1886, until payment, and nine dollars and fifty-six cents (\$9.56) costs, rendered by the said circuit ~~xxx~~ court on the 9th day of December, 1887, as will more fully appear from an inspection of a certified copy of said judgment which is herewith filed as a part hereof, marked "Exhibit No.24", and docketed in said Judgment Lien Docket No.2, page 173, on the 10th day of January, 1888, as will more fully appear from an inspection of a



a certified transcript therefrom, which is herewith filed as a part hereof, marked "Exhibit No.25"; but your oratrix alleges that this judgment has also been fully paid and satisfied, and as evidence thereof, she files herewith as part hereof marked "Exhibit No.26" a certified transcript from Execution Book No.\_\_\_\_, page 240, in the clerk's office of this court;

X Fifth.--The eight following judgments by decree of this court in the chancery cause lately pending therein, entitled "Andrew Edmonson, Gd.&c. vs.L.D.Fulkerson, Curator &c.et als.", all rendered on the 3rd day of September, 1887, as will more fully appear from an inspection of an attested copy of said decree which is herewith filed as part hereof, marked "EXhibit No.27", to wit: (1) a judgment in favor of Emma Harber against the said L.D.Fulkerson, curator &c.and Chas.E.Baylor for the sum of thirty-eight dollars and forty-four cents (\$38.44), with legal interest thereon from the 25th day of August, 1886, until payment, and one dollar and sixty-nine cents (\$1.69) costs, which judgment was duly docketed in said Judgment Lien Docket No.2, page 168, as will more fully appear from an inspection of a certified transcript therefrom which is herewith filed as part hereof, marked "Exhibit No.28"; (2) a judgment in favor of A.L.Pridemore against the said L.D.Fulkerson, curator, and Chas.E.Baylor for the sum of one hundred dollars (\$100.00), with interest thereon from the 25th day of January, 1887, until payment and one dollar and sixty-nine cents (\$1.69) costs, which judgment was duly docketed in said Judgment Lien Docket No.2, page 168, on the 9th day of September, 1887, as will more fully appear from an inspection of a certified transcript therefrom which is herewith filed as a part hereof, marked "Exhibit No.29"; (3) a judgment in favor of The Bays Children against the said L.D.Fulkerson, curator &c.and Chas.E.Baylor for the sum of thirty-two dol-



lars and two cents (\$32.02), with legal interest thereon from the 25th day of August, 1886, until payment and one dollar and sixty-nine cents (\$1.69) costs, which judgment was duly docketed in said Judgment Lien Docket No.2, page 168, as will more fully appear from an inspection of a certified transcript therefrom which is herewith filed as a part hereof, marked "Exhibit No.30"; (4) a judgment in favor of the said Chas.E.Baylor against the said L.D.Fulkerson, Curator of Chas.Daugherty dec'd for the sum of one thousand, nine hundred and seventy-nine dollars and ninety-one cents (\$1979.91), with legal interest thereon from the 25th day of August, 1886, until payment, and one dollar and sixty-nine cents (\$1.69) costs, which judgment was duly docketed in said Judgment Lien Docket No.2, page 168, on the 9th day of September, 1887, as will more fully appear from an inspection of a certified transcript therefrom which is herewith filed as a part hereof, marked "Exhibit No.31"; (5) a judgment in favor of the heirs of Elizabeth Green against the said L.D.Fulkerson, curator, and Chas.E.Baylor for the sum of one hundred and ninety-two dollars and twenty-two cents (\$192.22), with legal interest thereon from the 25th day of August, 1886, until payment, and one dollar and sixty-nine cents (\$1.69) costs, which judgment was duly docketed in said Judgment Lien Docket No.2, page 169, on the 9th day of September, 1887, as will more fully appear from an inspection of a certified transcript therefrom which is herewith filed as a part hereof, marked "Exhibit No.32"; (6) a judgment in favor of Rosetta Harber against the said L.D.Fulkerson, curator &c. and Chas.E.Baylor for the sum of sixty-four dollars and seven cents (\$64.07), with legal interest thereon from the 25th day of August, 1886, until payment, and one dollar and sixty-nine cents (\$1.69) costs; which judgment was duly docketed in said Judgment Lien Docket No.2, page 168, on the 9th day of September, 1887,



Hyatt Court filed in said cause July 16 1886, and a supplemental report filed by him March 18 1887 marked as "Exhibit 26 1/2". The aforesaid decree of Sept 3<sup>rd</sup> 1887, hereinbefore referred to as "Exhibit 27" being the decree confirming the said report of Hyatt Court.

Your oratrix further alleges and charges that ~~notice of~~ the fact that the aforesaid judgments were in fact and in law personal judgments against said L. D. Fulkerson was known to the following named defendants, to wit: L. R. Kesterson, J. M. Wheeler, Jr., Mollie Kesterson, C. N. Morgan, John C. Vauay, the Louisville & Nashville Railroad Company, Moses L. Ely, James M. Ely, C. E. Fulkerson, Granville Smith and Wm A. Crockett. at and before the time that they and each of them purchased hereinbefore mentioned and hereinafter to be mentioned. She further charges that the heirs at law of J. M. Wheeler, Jr. and James M. Ely and the devisees of Moses L. Ely also had such notice, but she is advised that this is immaterial, because said parties stand in the shoes of their respective ancestors and decedent. Your oratrix is advised that the docketing of the aforesaid judgments against L. D. Fulkerson, curators under the circumstances hereinbefore shown is constructive notice that said judgments were personal against said Fulkerson, and she so charges; but in case she should be mistaken in this, she charges as aforesaid that said parties had actual notice thereof.



as will more fully appear from an inspection of a certified transcript therefrom which is herewith filed as part hereof, marked "Exhibit No.33"; (7) a judgment in favor of Andrew Edmonson, Guardian for Mary F., Chas. F., and Wm. F. Edmonson against the said L.D. Fulkerson, curator &c., and Chas. E. Baylor for the sum of one hundred and ninety-two dollars and twenty-two cents (\$192.22), with legal interest thereon from the 25th day of August, 1886, until payment, and one dollar and sixty-nine cents (\$1.69) costs, which judgment was duly docketed in said Judgment Lien Docket No.2, page \_\_\_\_\_ on the 9th day of September, 1887, as will more fully appear from an inspection of a certified transcript therefrom which is herewith filed as a part hereof, marked "Exhibit No.34"; and, (8) a judgment in favor of A. Edmonson, Guardian for all the heirs of H.W. Edmonson and wife, against the said L.D. Fulkerson and Chas. E. Baylor for the sum of four hundred and fourteen dollars and seventy-nine cents (\$414.79), with legal interest thereon from the 25th day of January, 1887, until payment, and two dollars and fifty-seven cents (\$2.57) costs, which judgment was duly docketed in said Judgment Lien Docket No.2, page 176, on the 7th day of May, 1888, as will more fully appear from an inspection of a certified transcript therefrom, which is herewith filed as a part hereof, marked "Exhibit No.35". ~~##~~ Your oratrix is unable to find any of these judgments entered upon the Execution Books in the Clerk's Office of this court, but has found some old writs of fieri facias which were issued on some of them, <sup>certified copies of</sup> which writs, together with the endorsements and returns thereon, are herewith filed as parts hereof, marked "Fi.Fa" and numbered 1, 2, 3, 4, 5, and 6 respectively.

With reference to these judgments your oratrix represents that at the first November Rules, 1888, of the said Circuit Court of Lee

# Your oratrix would further show that in the aforesaid decretal judgment, although the various sums set out are decreed against L.D. Fulkerson as Curator, yet they were in fact against said Fulkerson personally, and that such is the force and effect of said decretal judgment is shown by a certified copy of the full in said cause of A. Edmonson and wife vs. L.D. Fulkerson and Chas. E. Baylor.

vs. L.D. Fulkerson Curator et al. The decree entered in said cause at the March Term 1886, appointing J.A. G. Wyatt as comm. to take and render an account thereon, the report of said



County, the said Chas.E.Baylor filed his bill in chancery against the said L.D.Fulkerson et al. the object of which was to enforce the lien of said eight judgments against certain real estate which the said L.D.Fulkerson then owned <sup>in his own right</sup> fully described in said bill and the exhibits filed therewith; that afterwards, to wit, at the First March Rules, 1892, of the said Court, one Geo.W.Gibson filed his bill in chancery against the said L.D.Fulkerson et als., the object of which was to enforce a vendor's lien against one tract of land then owned by the said L.D.Fulkerson; that afterwards, to wit, on the \_\_\_\_\_ day of \_\_\_\_\_ 18\_\_\_\_ the said two causes entitled "Chas.E.Baylor vs.L.D.Fulkerson et al." and Geo.W.Gibson vs. L.D.Fulkerson et al." were brought on to be heard together; that an account of liens was taken in said two causes, and such proceedings were had thereupon that a decree was entered directing a sale of certain land therein described; that a sale thereof was made by E.W.Pennington, Special Commissioner, the proceeds of which after the payment of the vendor's lien to said George W.Gibson, or his assignee, were applied to the payment of the eight judgments last aforesaid, and the said Chas.E.Baylor, as surety for said L.D.Fulkerson, being bound for said judgments (except his own) directed the commissioner to pay said other judgments in full before anything was paid to him on his judgment, and this was accordingly done; and after said seven other judgments were paid in full, there was left from the proceeds of said sale by Comr.Pennington the sum of sixteen hundred and eighty-nine dollars and twenty-three cents (\$1689.23) to be applied as a credit on the said Baylor's judgment, which was done, twelve hundred and fifty dollars (\$1250.--00) thereof having been paid on the 15th day of July, 1895, and four hundred and thirty-nine dollars and twenty-three cents (\$439.--23), the residue thereof, having been paid on the 15th day of Jan-



uary, 1896, all of which, as well as a good many other facts and matters connected with this case, will more fully appear from an inspection of a copy of the records in said two causes, which is herewith filed as a part hereof, marked "Exhibit No.36". Your oratrix is informed, believes and therefore charges that the residue of said judgment, now amounting to about sixteen hundred dollars (\$1600.00) is still justly due and owing to the said Chas.E.Baylor. Docket No.2, page 172, on the 13th day of September, 1888, as

8 Sixth.--A judgment, by decree of said circuit court of Lee county in the chancery cause lately pending in said court, entitled "S.M.& R.B.Beaty, Admrs.of J.M.Beaty, deceased, vs. L.D.Fulkerson, Curator of Chas.Daugherty's Est., rendered on the 7th day of April, 1888, for the sum of four hundred and twenty-three dollars and eighty one cents (\$423.81), with legal interest thereon from the 1st day of March, 1888, until payment, and three hundred dollars and seventy-two cents (\$300.72) costs, as will more fully appear from an inspection of a certified copy of said decree which is herewith filed as a part hereof, marked "Exhibit No.37", which also shows that one hundred and five dollars (\$105.00), with interest thereon from the 1st day of January, 1881, part of said judgment, was for the benefit of A.L.Pridemore, and docketed in said Judgment Lien Docket No.2, page 176, on the 18th day of May, 1888, as will more fully appear from an inspection of a certified transcript therefrom which is herewith filed as part hereof, marked "Exhibit No. 38. As to how much of this judgment has been paid your oratrix is not advised, though it would appear from "Exhibit No.36", hereinbefore filed and referred to, that it has all been paid except the part for the benefit of A.L.Pridemore and some costs to J.A.G.Hyatt Clerk, Comr.&c. from which is herewith filed as a part hereof.

9 Seventh.--A judgment at law in favor of Hiram Jones against



0 said L.D.Fulkerson and R.M.Bales for the sum of five hundred dollars (\$500.00), with legal interest thereon from the 28th day of February, 1878, until payment, and eight dollars and thirty-six cents (\$8.36) costs, rendered by said circuit court on the 3rd day of September, 1888, as will more fully appear from an inspection of a certified copy of said judgment which is herewith filed as a part hereof, marked "Exhibit No.39", and docketed in said Judgment Lien Docket No.2, page 179, on the 13th day of September, 1888, as will more fully appear from an inspection of a certified transcript therefrom which is herewith filed as a part hereof, marked "Exhibit No.40"; but your oratrix charges that this judgment has been fully satisfied, and as evidence of said satisfaction she files herewith as part hereof, marked "Exhibit No.41", a certified transcript from Execution Book No.\_\_\_\_, page 243, in the Clerk's office of this court;

join Eighth.-- A Judgment at law in favor of Citizens Bank and Trust Co., of Tennessee, against the said L.D.Fulkerson for the sum of four hundred and seventy-seven dollars and forty cents (\$477.40) with legal interest on four hundred and thirty ~~four~~ four dollars (\$434.00), part thereof, from the 22nd day of May, 1892, and on forty-three dollars and forty cents (\$43.40), the residue thereof, from the 12th day of October, 1892, until payment, and seven dollars and fifty-four cents (\$7.54) costs, as will more fully appear from an inspection of a certified copy of said judgment which is herewith filed as a part hereof, marked "Exhibit No.42", and docketed in the Office of the Clerk of the county court for Lee county, in Judgment Lien Docket No.3, page 1, on the 13th day of October, 1892, as will more fully appear from an inspection of a certified transcript therefrom which is herewith filed as a part hereof, marked "Exhibit No.43": Your oratrix represents that this judgment.



by a written assignment, duly signed, sealed &c., was, on the 8th day of May, 1899, by the said Citizens Bank and Trust Co., assigned to Maggie J. Carnes, a sister of your oratrix, without recourse, as will more fully appear from said assignment which is herewith filed as a part hereof, marked "Exhibit No. 44"; and your oratrix is informed, believes and charges that no part of this judgment was ever paid to the said Citizens Bank and Trust Co., by the said L.D. Fulkerson, his administratrix or heirs, before the date of said assignment; and that no part thereof has since been paid to the said Maggie J. Carnes, but the same and every part thereof is still justly due and owing to the said Maggie J. Carnes.

Your oratrix further represents that the said L.D. Fulkerson was at one time the owner of two other tracts of land situated in Lee County on which the aforesaid judgment in favor of Chas. E. Baylor operates as a lien, to wit; First, a tract, or rather two adjoining tracts, one of which was conveyed to the said L.D. Fulkerson by David Chadwell and wife by deed dated the 21st day of April 1873, and recorded in Lee county Deed Book No. 17, page 321, said tract containing 113 acres, and for a more particular description of the same reference is had to said deed, a certified copy of which is herewith filed as part hereof, marked "Exhibit No. 45", and the other of which tracts was conveyed to the said L.D. Fulkerson by H.S. Hoskins and wife by deed dated the 6th day of February, 1878, and recorded in Lee County Deed Book No. 18, page 215, said tract containing 51 acres, and for a more particular description of said tract reference is had to the said deed, a certified copy of which is herewith filed as part hereof, marked "Exhibit No. 46"; and, Second, a tract of land containing 80 acres lying about 25 miles west of Jonesville, and being a part of the Alexander Chadwell entries, which last mentioned tract was conveyed to the said



L.D.Fulkerson in an undivided condition by the aforesaid deed from David Chadwell and wife, and afterwards conveyed to him by proper metes and bound &c. by J.M.Wheeler and others, by deed dated the 30 day of January, 1875, and recorded in Lee County Deed Book No. 17, page 322, a certified copy from which is herewith filed as a part hereof marked "Exhibit No. 45 1/2".

By deed dated the 4th day of October, 1887, recorded in Lee County Deed Book No.22, page 572, on the 10th day of November, 1887, the said L.D.Fulkerson and Hattie A.Fulkerson, his wife, sold and conveyed the said David Chadwell 113-acre tract and the H.S. Hoskins 51-acre tract to James M.Wheeler, retaining a vendor's lien for purchase money, as will more fully appear from an inspection of a certified copy of said deed which is herewith filed as a part hereof, marked "Exhibit No.47". The vendor's lien retained in said deed has long since been fully paid and discharged. By deed dated the 21st day of August, 1889, recorded in Lee county Deed Book No.24,page 351, the said James M.Wheeler, conveyed a strip of this land to Louisville & Nashville Railroad Company for right of way, as will more fully appear from an inspection of a copy of said deed which is herewith filed as a part hereof, marked "Exhibit No. 48" and to which reference is hereby made for a more particular description of said strip of land.

By deed dated the 5th day of February, 1890, recorded in Lee County Deed Book No.25,page 9, the said L.D.Fulkerson and Hattie A Fulkerson, his wife, sold and conveyed to the said James M.Wheeler, Sr., the said Alexander Chadwell 80-acre tract, as will more fully appear from an inspection of a certified copy of said deed which is herewith filed as a part hereof, marked "Exhibit No.49".

The said James M.Wheeler, Sr. on the \_\_\_\_ day of \_\_\_\_\_ 189\_\_\_\_, died intestate, without ever having conveyed any of said



lands (except the strip for right of way before referred to) leaving <sup>the following</sup> persons his heirs at law to whom his estate in said lands descended, to wit: James M. Wheeler, Jr., Mollie Kesterson and Nora Colson, James Colson, Lela Colson and Verda Colson, the four last named being infant children of Margaret S. Colson, deceased, who was a daughter of said James M. Wheeler, Sr., and who died before her father. By a suit in chancery lately pending in the circuit court for Lee county, entittled "J.M. Wheeler, Jr. vs. C.R. Kesterson et als" the real estate of the said James M. Wheeler, Sr., was partitioned among his said heirs, the lands aforesaid falling to his son, James M. Wheeler, Jr., which will more fully appear from an inspection of a copy of said partition which is herewith filed as a part hereof, marked "Exhibit No. 50".

Now your oratrix is advised that in the event the lands upon which her said judgment is a lien should prove insufficient to pay the judgment of Chas. E. Baylor aforesaid and that of your oratrix and the other junior judgment liens, then your oratrix and said other junior lienors have the right, at the hands of a court of equity, to require the said Chas. E. Baylor to enforce the lien of his judgment against said Wheeler lands, so as to allow your oratrix and the other junior lienors to collect their judgments out of the lands upon which they operate as liens.

Your oratrix further represents that the following judgments, which are younger and inferior to the judgment liens aforesaid of your oratrix, appear upon Judgment Lien Docket No. 3 in the Office of the Clerk of the County Court for said County, never having been marked satisfied in full, to wit:

0 First.--A judgment in favor of the Bank of Cumberland Gap against L. D. Fulkerson and W. W. Bales for the sum of one hundred dollars (\$100.00), with legal interest thereon from the 20th day of



January, 1894, until payment, and nine dollars and two cents (\$9.02) costs, rendered by the Circuit Court for Lee County, at the March Term 1894, of said court, as will more fully appear from an inspection of a certified copy of said judgment which is herewith filed as a part hereof, marked "Exhibit No.51", and docketed in said Judgment Lien Docket No.3, page \_\_\_\_, on the 13th day of June, 1894, as will more fully appear from an inspection of a certified transcript therefrom which is herewith filed as a part hereof, marked "Exhibit No.52." Your oratrix alleges that this judgment has been paid by W.W.Bales, who was the security for said Fulkerson, as she is informed, and, as evidence of this fact, she files herewith as part hereof, marked "Exhibit No.53", a certified transcript from Execution Book No. \_\_\_\_, page 142, in the clerk's office of this court. As to whether the said W.W.Bales has been re-paid the money thus paid by him for said L.D.Fulkerson; and, if not, whether he claims his right of subrogation, your oratrix is not informed.

Second.--Another judgment at law in favor of the Bank of Cumberland Gap against L.D.Fulkerson and Hattie A. Fulkerson for the sum of one hundred dollars (\$100.00) with legal interest thereon from the 22nd day of January, 1894, until payment, and eight dollars and ninety-two cents costs, rendered by the said circuit court at the said March Term, 1894, as will more fully appear from an inspection of a certified copy of said judgment which is herewith filed as a part hereof, marked "Exhibit No.54", and duly docketed in said Judgment Lien Docket No.3, page \_\_\_\_, on the 13th day of June, 1894, as will more fully appear from an inspection of a certified transcript therefrom which is herewith filed as a part hereof, marked "Exhibit No.55." Your oratrix is informed, believes and charges that this judgment has been paid in full, but as to how or by whom it was paid, she is not informed; nor is she ad-



vised as to whether the said Hattie A. Fulkerson is entitled to substitution, if said judgment was paid by her.

Third.--A judgment in favor of Bank of Shawanee against the said L.D. Fulkerson, and W.W. Bales for the sum of one hundred and fifty dollars (\$150.00), with legal interest thereon from the 1st day of July, 1893, until payment, and eleven dollars and thirty-nine cents (11.39) costs, ~~xxxxxx~~ subject to a credit of thirteen dollars and ninety cents as of the 1st say of July, 1893, rendered by the said circuit court at its November Term, 1894, as will more fully appear from an inspection of a certified copy of said judgment which is herewith filed as a part hereof, marked "Exhibit No. 56", and docketed in said Judgment Lien Docket No. 3, page 83, as will more fully appear from an inspection of a certified transcript x therefrom which is herewith filed as a part hereof, marked "Exhibit No. 57". Your oratrix is informed, believes and charges that this judgment has been fully paid, but as to how or by whom she is not informed, nor is she informed as to whether or not the said W. Bales is entitled to or claims the right of substitution.

Fourth.--A judgment in favor of Bank of Shawanee against L.D. Fulkerson, H.C.T. Richmond and W.W. Bales for the sum of six hundred dollars (\$600.00), with legal interest thereon from the 9th day of January, 1892, until payment, and thirteen dollars and forty-one cents ~~xxxxx~~ (\$13.41) costs, rendered by said circuit court at the November term, 1894, as will more fully appear from an inspection of a certified copy of said judgment which is herewith filed as a part hereof, marked "Exhibit No. 58", and docketed in said judgment Lien Docket No. 3, page 84, on the 10th day of Decr. 1894, as will more fully appear from a certified transcript therefrom which is herewith filed as a part hereof, marked "Exhibit No. 59". Your oratrix is informed believes and charges that this judgment has been



fully paid, but she is not informed as to who paid it, or as to whether any right of substitution will be claimed.

Fifth.--A judgment in favor of Bank of Shawanee against L.D. Fulkerson, R.J.Fulkerson, C.E.Fulkerson and H.C.T.Richmond for the sum of two hundred and fourteen dollars and sixty-five cents (\$214.65), with legal interest thereon from the 1st day of July, 1893, until payment, and eleven dollars and ninety-nine cents (\$11.99) costs, rendered by the said circuit court at its November Term, 1894, as will more fully appear from an inspection of a certified copy of said judgment which is herewith filed as a part hereof, marked "Exhibit No.60", and docketed in said Judgment Lien Docket, No.3, page 84, on the 10th day of December, 1894, as will more fully appear from an inspection of a certified transcript therefrom which is herewith filed as a part hereof, marked "Exhibit No.61". Your oratrix is informed, believes and charges that this judgment has been fully paid, but as to how or by whom she is not informed; nor is she informed as to whether any of the parties are entitled to subrogation.

~~Sixth~~ <sup>ixth</sup>---A Judgment in favor of Bank of Shawanee against the said L.D.Fulkerson for the sum of two hundred and fifty dollars (\$250.00) with legal interest thereon from the 14th day of October, 1891, until payment, and twelve dollars and fifty-one cents (\$12.59) costs, but subject to the following credits, to wit: seven dollars and seventy-five cents (\$7.75) as of October 14th, 1891; seven dollars and seventy-five cents (\$7.75) as of August 10th, 1892; seven dollars and seventy-five cents (\$7.75) as of January 20th, 1892; and seven dollars and seventy-five cents (\$7.75) as of December 31st, 1892, which judgment was rendered by the said circuit court at its November Term, 1894, as will fully appear from an inspection of a certified copy of said judgment which is herewith filed as a part



hereof, marked "Exhibit No.62", and docketed in said Judgment Lien Docket No.3, page 83, on the 10th day of December, 1894, as will more fully appear from an inspection of a certified transcript therefrom, which is herewith filed as a part hereof, marked "Exhibit No.63". Your oratrix is informed, believes and charges that this judgment has been fully paid.

Seventh.--A judgment at law in favor of the said Bank of Shawanee against the said L.D.Fulkerson, H.C.T.Richmond, Hattie A. Fulkerson and R.J.Fulkerson for the sum of three hundred dollars (\$300.00), with legal interest thereon from the 5th day of August, 1891, *until paid twenty-seven dollars and ninety-one cents (\$27.91) costs* but subject to the following credits, to wit: nine dollars and thirty cents (\$9.30) as of the 7th day of August, 1891; nine dollars and thirty cents (\$9.30) as of the 7th day of November, 1891, nine dollars and thirty cents (\$9.30) as of the 2nd day of March, 1892; nine dollars and thirty cents (\$9.30) as of July the 6th, 1892; nine dollars and thirty cents (\$9.30) as of the 20th day of October, 1892; and nine dollars and thirty cents (\$9.30) as of the 31st day of December, 1892, which judgment was rendered by the said circuit Court at its November Term, 1894, ~~xxxxxxx~~ as will more fully appear from an inspection of a certified copy thereof which is herewith filed as a part hereof, marked "Exhibit No. 64", and docketed in said Judgment Lien Docket No.3, page \_\_\_\_\_, on the \_\_\_\_\_ day of December, 1894, as will more fully appear from an inspection of a certified transcript therefrom which is herewith filed as a part hereof marked "Exhibit No.64". Your oratrix has been informed, believes and charges that this judgment has been fully paid, but as to who paid it, or as to whether ~~the~~ any right of subrogation exists, she is not informed.

Eighth.--A judgment at law in favor of Bank of Shawanee against the said L.D.Fulkerson for the sum of five hundred dollars



(\$500.00) with legal interest thereon from the 4th day of September, 1891, until payment, and ten dollars and fifty-eight cents (\$10.58) costs, rendered by the said circuit court at its November Term, 1894, as will more fully appear from an inspection of a certified copy of said judgment which is herewith filed as a part hereof, marked "Exhibit No.66", and docketed in said Judgment Lien Docket No.3, page 84, on the 11th day of December, 1894, as will more fully appear from an inspection of a certified transcript therefrom, which is herewith filed as a part hereof, marked "Exhibit No.67". Your oratrix is informed, believes and charges that no part of this judgment has ever been paid, but that the same is still wholly due and owing to the said Bank of Shawanee.

Your oratrix alleges that the judgments hereinbefore set out and described are all the *against said L.D. Fulkerson* judgments, which have not been marked "satisfied in full" that appear upon the Judgment Lien Dockets in the office of ~~of~~ the clerk of the county court of Lee county.

Your oratrix further represents that on the \_\_\_\_\_ day of \_\_\_\_\_, 1895, the said L.D.Fulkerson departed this life intestate and that afterwards, to wit, on the \_\_\_\_\_ day of \_\_\_\_\_, 1895, his widow, Hattie A.Fulkerson, was duly appointed and qualified as the administratrix of his estate.

Your oratrix further represents that the priorities of the liens against the "3-acre Mill tract" of land aforesaid, which, of all the lands herein described, was the last tract conveyed by the said L.D.Fulkerson, are as follows:

- First.--The balance of the aforesaid Chas.E.Baylor judgment;
- Second.--The balance, if any, of the judgment aforesaid in favor of S.M.& R.B.Beaty, Admrs. of the Estate of John M.Beaty, dec'd;
- Third.--The judgment aforesaid in favor of Maggie J.Carnes, assignee of the Citixens Bank & Trust Co.;



Fourth.--The judgment aforesaid in favor of your oratrix; and

Fifth.--If W.W.Bales and Hattie A.Fulkerson are entitled to and claim subrogation, the two judgments aforesaid in favor of Bank of Cumberland Gap.

Your oratrix further represents that the priorities of the liens against the "Ely lands" aforesaid and the said "Vanoy Railroad strip", which were the next last conveyed by the said L.D. Fulkerson, are as follows, to wit:

First.--Said balance of said Baylor judgment;

Second.--Said <sup>a</sup>blance of said S.M. & R.B. Beaty judgment;

Third.--The said Maggie J. <sup>ar</sup>Crane's judgment;

Fourth.--Your oratrix's judgment;

Fifth.--If, entitled, W.W.Bales and Hattie A.Fulkerson, subrogated to the rights of the Bank of Cumberland Gap; and

Sixth Said judgment in favor of said Bank of Shawanee; and, if entitled, Hattie A.Fulkerson, W.W.Bales, H.C T. Richmond, R.J.Fulkerson and C.E.Fulkerson, subrogated to the rights of Bank of Shawanee.

Your oratrix further represents that the priorities of the liens against the "C.E.Fulkerson 4-acres tract" which was next last conveyed by said L.D Fulkerson are identically the same as against the "Ely lands" and said "Vanoy-Railroad strip", as above set out.

Your oratrix further represents that the priorities of the liens against the "J.M.Wheeler 80-acre tract" aforesaid, which was next last conveyed by said L.D.Fulkerson, are as follows, to wit:

First.--Said balance of said Chas/F. Baylor judgment; and

Second.--Said balance of said S.M. & R.B. Beaty judgment.

Your oratrix further represents that there is only one lien against said "Wheeler 113 & 51 acres tracts" and said "Wheeler-



Railroad strip", to wit: The said balance of said judgment in favor of the said Chas.E.Baylor.

From the foregoing statements of facts as shown by the exhibits, it will be observed that the said balance of said Chas.E.Baylor's said judgment operates as a lien against six tracts or parcels of land, to wit, (1) the "3-acre Mill tract", (2) the "Fly lands" and "Vanoy-railroad strip", (3) the "C.E.Fulkerson 4-acre tract", (4) the "Wheeler 80-acre tract", (5) the "Wheeler 113 & 51 acre tracts", and (6) the "Wheeler)Railroad-strip", while the said balance of said S.M.& R.B.Beaty judgment operates as a lien against only the four first named of said tracts or parcels of land, and while the said Maggie J.Carnes' judgment, your oratrix's said judgment and the two Bank of Cumberland Gap judgments, or the parties entitled to subrogation, operate as liens against only the three first named of said tracts or parcels, while the six Bank of Shawanee judgments operate as liens upon only the second and third named tracts, i.e. the "Fly lands" & "Vanoy-Railroad strip" and the "C.E.Fulkerson ~~right~~ 4 acre tract".

Your oratrix is therefore advised that the said "3-acre Mill tract", or so much thereof as may be necessary to satisfy the said five liens aforesaid against it, should be first sold; and, if the proceeds of said sale should prove insufficient to pay said five liens, then that the said "Fly lands" and said "Vanoy-Railroad strip", or a sufficiency thereof to satisfy the residue of said five liens, and, in any event, a sufficiency thereof to satisfy said Bank of Shawanee judgments, should be sold; and, if the proceeds of the sale of these last mentioned lands should prove insufficient to pay the said liens against them, then that the said "C.E.Fulkerson 4-acre tract" should be sold to satisfy the residue of said liens against it; and, if the proceeds of the sale of said



last mentioned tract should prove insufficient to pay all of said liens against it, then that the said "J.M.Wheeler 80-acre tract", or so much thereof as may be necessary to satisfy the residue of the liens against it, should be sold; and, if the proceeds of the sale of said last mentioned tract should prove insufficient to fully pay said Baylor judgment, then that the said "J.M.Wheeler 113 & 52 acre tracts", except the right of way strip of the Louisville & Nashville Railroad through the same, or so much thereof as may be necessary to satisfy the residue of said Baylor judgment should be sold; and, if the proceeds of the sale of these last mentioned lands should prove insufficient to pay said Baylor judgment in full then that said "Wheeler-Railroad strip", or so much thereof as may be necessary to satisfy the residue of said Baylor judgment, should be sold.

*Your oratrix alleges that no one of said tracts or all of*

Now, therefore, the object of this bill is to collect the judgment aforesaid of your oratrix by the enforcement of the lien of the same against the several tracts or parcels of land upon which it operates as a lien by a sale thereof, and, incidentally, to enforce the lien of the several other judgments hereinbefore referred to against the several tracts of land hereinbefore referred to upon which they severally operate as liens by a sale thereof, according to the rules of equity, *to that end that the principle of marshalling assets be applied to this case.* #

The prayer, therefore, of your oratrix is that Your Honor, sitting as a Court of Chancery, in which matters of this kind are especially cognizable, take cognizance of her cause, and grant her the proper relief: and to this end, she prays that Hattie A. Fulkerson, in her own right and as administratrix of the estate of L.D. Fulkerson, deceased, Lucy Ely, widow of James M. Ely, deceased, who is a lunatic, Jennie Fulkerson, formerly Ely, wife of W.C. Fulkerson, Cordia Bales, formerly Ely, wife of \_\_\_\_\_ Bales, who is a resi-

# Your oratrix files this bill on behalf of herself and all other lien creditors of L.D. Fulkerson, decd. who will come into this suit and contribute pro rata to the costs thereof.

*said tracts together would in five years rent for enough to discharge the judgment or judgments chargeable thereon.*



dent of the State of Tennessee, James Ely, Wm. Ely and Catherine Ann Ely, the three last named being infants under the age of twenty-one years, and the said five last named parties being the children and heirs at law of James M. Ely, deceased, and devisees of Moses L. Ely, deceased, C.R. Kesterson, C.M. Morgan and Mary Morgan, his wife, C.E. Fulkerson, Granville Smith and Elizabeth Smith, his wife, Wm. A. Crockett, Chas. E. Baylor, Mollie Kesterson, formerly Wheeler, wife of C.R. Kesterson, James M. Wheeler, Jr., and Nora Colson, James Colson, Lela Colson and Verda Colson, the four last named being the infant children of Margaret S. Colson, deceased, who was a daughter of James M. Wheeler, Sr., deceased, (the said Mollie Kesterson, James M. Wheeler, Jr. and said four Colson children being the heirs at law of James M. Wheeler, Sr., deceased) the Louisville & Nashville Railroad Company, a corporation doing business in Virginia, S.M. & R.B. Beaty, Adms. of John M. Beaty, deceased, The Citizens Bank & Trust Co., a corporation, Maggie J. Carnes, Bank of Cumberland Gap, a corporation, Bank of Shawanee, a corporation, H.C.T. Richmond, R.J. Fulkerson, who is a resident of the State of Kentucky, J.A.G. Hyatt, W.W. Bales, who is a resident of the State of Kentucky, ~~and~~ John C. Vanoy and Sarah Vanoy, his wife, who are residents of the State of Missouri, *and A.H. Pridemore* be made the parties defendant to this bill; that subpoena in chancery may issue against the adult resident defendants; that order of publication be made against the non-resident defendants; that a guardian ad litem be appointed to answer for said infant defendants; *and said lunatic* that each of said adult defendants be required to answer this bill fully, but they need not do so under oath as that is waived; that the said Hattie A. Fulkerson especially answer whether she has paid any of the judgments aforesaid against herself and L.D. Fulkerson jointly, or against herself as surety for said L.D. Fulkerson, and if so, whether or not she claims the



right to be subrogated to the rights of the plaintiffs in said judgments as against the real estate herein described; that the said H.C.T.Richmond, R.J.Fulkerson, C.F.Fulkerson and W.W.Bales likewise specially answer what amounts, if any, they have respectively paid on said judgments, or any of them, as security for said L.D.Fulkerson, and if any, whether or not they claim the rights of subrogation &c.; that, on a hearing, a decree be rendered directing a sale of the several tracts or parcels of land hereinbefore referred to for the payment of the liens against them in accordance with the views heretofore expressed in this bill; and, if mistaken in this, then that all such other and further relief, both special and general, be granted to your oratrix as her cause merits.

*L.D. Hyatt,* P.Q.



June 10<sup>th</sup>. 1901

Clerk	95.23
Co & Hyatt	11.00
atty	15.00
Co Clerk	16.00
Shff	.20
Printer	18.00
H. L. Woodward	1.50
Bro Depos. J. H. Quillen	75-
" " L. P. Pluridlin	6.00
" " B. Burchett	3.40
wits E. H. Barber	15.04
" E. H. Barber	8.20
" J. J. Munsey	50
" J. A. Litem	5.00
Estimated	7.18
Estimated	203.00

Munsey, Clerk	99.90	✓
C. C. Hyatt	11.00	
Atty	15.00	✓
Shff	.20	
Printer	18.00	✓
H. L. W.	1.50	
J. H. Q.	.75-	
G. P. C. N.P.	6.75-	
G. B. B. wit	3.40	
E. H. H. wit	15.04	✓
H. G. H. "	8.20	✓
A. B. M. "	.50	✓
G. A. L.	5.00	
B. M. M. wit	50	
Co clk	17.35	
In Co Appeals	23.25	✓
Ewing clk	5.57	
	231.91	

wits \$27.64

Estimated	18.09
	250.00
Adv.	20
	270.00



June 10<sup>th</sup> 1901

Plaintiffs Costs 99.90

Clerk ~~75.23~~

C. C. Heath 11.00 ✓

atty 15.00 ✓

Co Clerk 16.00

Sheriff 2.0 ✓

Printer 18.00 ✓

A. L. Woodward 1.50 ✓

J. H. Gullen 75 - Depos

Geo P. Laidlen 675 - Depos

G. B. Burchett 340 wit

E. H. Harber 15.00 "

M. J. Harber 820 "

W. B. Munsey 50 " ✓

~~\$194.54~~

G. A. L. 197.55

Estimated 197.54

~~\$198.00~~

Total ~~199.00~~

~~199.00~~

203.00

(1)

Elija A. Taylor.

vs. Bill.

Hattie A. Fulkerson  
et al.

1899 2<sup>nd</sup> Oct. Rules - Bill  
filed & executed as to  
Hattie A. Fulkerson, Jennie Fulkerson, James Ely,  
Wm Ely, J. M. Wheeler, Jr. Mollie Hesterson, C. R.  
Hesterson, Nora Leolson, James Leolson, Lela Leolson  
Verda Leolson, C. N. Morgan, Mary Morgan, C. E.  
Fulkerson, Wm A. Leacock, The Louisville & Nash-  
ville Railroad Company, S. M. Beatty, R. B. Beatty,  
H. S. Richmond, J. A. G. Hyatt and Catherine Ann  
Ely - Order publication as to non-residents.  
Chas. E. Baylor, The Citizens Bank & Trust Co.,  
Maggie J. Carnes, Bank of Cumberland Gap,  
Bank of Shawano, enter appearance by coun-  
sel. - A. L. Pridemore appears. + Decree nisi.  
1<sup>st</sup> Nov. Rules, held last Monday in October. -  
O. P. completed, Decree nisi confirmed &  
cause set for hearing.

Defts costs:

Mollie Hesterson

C. \$1.25-

Comm. 3.75- H. L. W.

N. P. 3.75- G. O. Cr.

N. P. 3.00 - Kaus

Wit .50 Chas. Thon

" 2.10 H. L. W.

\$14.35-

J. M. Wheeler, Jr.  
Clerk \$1.15-

Jennie Fulkerson et al.  
C. .95-

Comm. 2.25- H. L. W.

Wit 2.28 R. B. E

\$5.48

C. N. Morgan,  
Clerk .25-  
Co Cl .75-  
\$1.00

Hattie A. Fulkerson  
Clerk 40  
Shff 1.00  
\$1.40

L. & N. R. R.  
C. .25 etc



To the Honorable H.A.W. Skeen, Judge of the Circuit Court for Lee County, Virginia:

The joint and separate answer of Chas.E.Baylor, Bank of Shawnee, a corporation, Maggie J.Carnes, and J.A.G.Hyatt to a bill in equity exhibited against them and others in said Court by Elix A. Tgylor:

Respondents, reserving to themselves the benefit of all just exceptions to the said bill, for answer thereto, or to so much thereof as they are advised it is material they should answer, answering say:

That, in so far as they are respectively informed and know, each and every allegation of the said bill is true.

Respondent Chas E.Baylor says that the statements of the said bill with reference to a judgment in favor of himself against the said L.D.Fulkerson and the several judgments against the said L.D. Fhulkerson and himself as surety for the said Fulkerson set out and described in said bill are true, and that the only payments that have ever been made to him are fully shown by the said bill and the exhi its therewith; and that the residue of said judgment, now amounting to a little over sixteen hundred dollars is still justly due and owing to respondent.

Respondent, Maggie J.Carnes, says that the statements of the said bill with reference to the judgment in favor of Citizens Bank & Trust Co. against the said L.D.Fulkerson and of the assignment of the same to her, are true; and she avers that no part of said judgment has ever been paid to the said Citizens Bank & Trust Co. or to her, but the same and every part thereof is now justly due ad owing to her.

Respondent Bank of Shawnee says that all the judgments in its favor against the said L.D.Fulkerson have been paid except the one for five hundred dollars (\$500.00), that all the statements of the



said bill with reference to said judgment are true. And respondent avers that no part of said judgment has ever been paid, but the same and every part thereof is now justly due and owing to it.

Respondent J.A.G. Hyatt says that the statements of said bill with reference to the said ~~xxxx~~ judgment of S.M. & R.R. Beaty, Admrs. vs. said L.D. Fulkerson, or at least that part of it which refers to his fees as clerk/Commissioner & c. are true. And respondent avers that said fees are still justly due him.

Respondents join in the prayer of the said bill that this cause be treated as a lien creditor's suit, and they each hereby offer to come into the same and bear their proper and respective proportion of the costs of the same. And they each pray that the lien of their respective judgments be enforced against the several tracts of real estate in the said bill and exhibits fully described in accordance with the views expressed in said bill, and that, in so far as it may be necessary for that purpose, this answer be treated as a cross-bill.

And now having answered as fully as advised that it is material or necessary that they should answer, respondents each pray for costs and that all proper relief be granted in the premises.

Ans. Irvine and L. J. Hyatt

For respondents and cross-complainants.



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Eliza A. Taylor

vs.  $\frac{1}{2}$  J. W. Chy.

Hattie A. Fulkerson  
et al

---

Answer & cross-bill  
of Chas. E. Baylor, Mag-  
gie J. Carnes, Bank of  
Shawnee and P. A. G.  
Hyatt

---

Filed in open Court  
and by leave thereof  
November the 14<sup>th</sup> 1899  
A. B. Munsey Clerk



To the Honorable H.A.W.Skeen, Judge of the Circuit  
Court of Lee County, Virginia:

The answer of James Ely, ~~William Ely~~, Catherine Ann Ely, Nora Colson, James Colson, Lela Colson and Verda Colson, infants under the age of 21 years, Lucy Ely, Widow of James M. Ely, a lunatic, to a bill exhibited against them and others in this Honorable Court by Eliza A. Taylor, which answer is filed by C.T. Duncan, their Guardian ad litem

Respondent says that said ~~se~~<sup>!</sup> first named defenadts are infants of tender years who by reason of said youthfulness are incapable of advising him of their defences in said cause, but he is advised that Courts of Chancery delight to protect the rights of such defendant and he invokes the full powers of the Court in their protection. Said last named defendant, Lucy Ely, is as he is informed a lunatic and as such now confined in one of the Assylums of this state, such being the case she is not in a situation to know or to direct what defence ought or should be made for her and he asks the Court to protect her interests.

Should other and further answer be required respondent says that he has carefully read the answer of the Louisville & Nashville Railroad Company, which answer he adopts in so far as said answer refers to and answers the allegations of said bill as to what is known as the Ely land as and for his answer for said infants, and he invokes in their behalf all the defences set up by said Louisville & Nashville Railroad Company, J.M. Wheeler and C.B. Kesterson and wife.

And now having fully answered, respondent prays that said infants and lunatic be hence dismissed with their costs.

C. T. Duncan  
*Att for infants*

Sworn to before me by C.T. Duncan Guardian ad litem, on this the 15th day of November, 1899.

A. B. Munsey Clerk



Hattie A. Fulkerson et al  
answ. of  
C. T. Duncan  
ads. } Guardian ad litam

Eliza A. Taylor

Filed Nov 18<sup>th</sup> 1899  
A. B. Munsey Clerk

Fee \$5.00



1

To the Honorable H.A.W.Skeen, Judge of the Circuit  
Court of Lee County, Virginia:

The separate demurrer and answer of James M.Wheeler, Jr. to a bill exhibited against him and others in this honorable Court, by Eliza A.Taylor.

Respondent is advised that said bill is not sufficient in law to call upon him to answer in this Honorable Court and he demurs there-  
to, and prays judgment of his said demurrer &c.

Should other and further answer be required of him, answering, as fully as he is advised it is material or necessary for him to answer, he says that he is only personally interested in two of the tracts of land mentioned and described in said bill, and that there are only two of the judgments therein sought to be enforced that it is alleged in said bill are liens upon said tracts of land so owned by him as he understands the allegations of said bill.

Respondent says that it is true that the said L.D.Fulkerson, now deceased, was at one time siezed and possessed of the tract of land described in said bill as the "Chadwell 113-acre tract"; that said tract of land was conveyed to the said L.D.Fulkerson by David Chadwell and is correctly described in "Exhibit No.45" filed by complainant with her bill; that by deed dated the 4th day of October, 1887 the said L. D.Fulkerson and wife conveyed said tract of land, along with another tract containing 51 acres and called the "H.S.Hoskins tract", to James M.Wheeler Sr. the father of your respondent, and "Exhibit No.47, filed by the Complainant with her bill correctly describes said land. This deed was duly recorded in the Clerk's Office of the County Court of Lee County on the 10th day of November, 1887. The other tract of land in which your respondent is interested, is what is described in said bill as "A tract of land containing 80 acres lying about 25 miles west of Jonesville, being a part of the Alexander Chadwell entry". said tract of land is correctly described in "Exhibit No. 45 1/2 filed by Complainant with her bill. It is further true that this last mentined tract of land was conveyed by the said L.D.Fulkerson and wife to the



said James M. Wheeler Sr. by deed dated the 5th day of February, 1890, which deed was duly recorded in the Clerk's Office of the County Court of Lee County on the 1st day of April, 1890. It is further true that these two tracts of land were laid off and assigned to your respondent in the partition of the lands of James M. Wheeler Sr., deceased, and that your respondent is now the owner of them, but respondent emphatically denies that the judgment of C.E. Baylor against L.D. Fulkerson, Curator, or the judgment of S.M. and P.B. Beaty Administrators &c. against the said L.D. Fulkerson, Curator, or any other judgment or judgments set out, mentioned or described in her bill are liens upon said two tracts of land so owned by your respondent as aforesaid.

Your respondent supposes it to be true that on the 3rd day of September, 1887 that the said C.E. Baylor by a decree on that day rendered and pronounced in the Chancery cause of Andrew Edmonson Guardian &c. against L.D. Fulkerson, Curator &c. and others obtained a judgment against L.D. Fulkerson, Curator of Charles Daugherty deceased for the sum of \$1979.91 with legal interest thereon from the 25th day of August 1886 until payment, and \$169 costs, and he supposes that said judgment or decree was docketed in the judgment lien docket on the 9th day of September, 1887, but of these facts respondent has no personal or peculiar knowledge, and neither admits nor denies the same but calls for full and complete proof thereon. But respondent denies that said judgment so rendered against the said L.D. Fulkerson was a personal judgment against him or one which created a lien upon his land, but upon the contrary it will be seen from an examination of said decree, a copy of which is filed by the complainant with her bill as "Exhibit No. 31", that said judgment was rendered against the said L.D. Fulkerson in his representative capacity, and that it affected alone the estate of the said Fulkerson's decedent, and that this judgment did not even create a lien upon the estate of said decedent much less the said L.D. Fulkerson's real estate. A further inspection of said decree will show your Honor that the money with which to pay the recovery in favor of the said C.E. Baylor had at the time said decree was rendered, not come in to



the said L.D.Fulkerson's hands at all, and as such Curator he was ordered to proceed at once to collect the money due him as such Curator and apply the same in discharge of said recoveries, meaning as your respondent is advised the four last named recoveries in said decree which were \$192.22 in favor of the heirs of Elizabeth Green, deceased, \$35.44 in favor of Emma Harber, \$32.02 in favor of the Pays Children, and \$1972.91 in favor of the said C.E.Baylor. Your respondent is informed and avers it to be true that the proceedings in said Chancery cause of A.Edmonson Guardian against L.D.Fulkerson Curator, in which said Baylor's judgment was rendered, shows that as late as the 1st day of September, 1889 there was still in the hands of the said C.E.Baylor the sum of \$2016.86 which was due to the said L.D.Fulkerson as Curator of the estate of Charles Daugherty deceased, and he files herewith as part hereof a statement filed in said Chancery cause of the account of said Baylor marked "C.E.B."

Your respondent avers that his father, J.M.Wheeler Sen. was an innocent purchaser of each and all of the said tracts of land conveyed to him by the said L.D.Fulkerson and wife, by the two deeds hereinbefore referred to, and that he paid the full consideration mentioned in said conveyances, with no notice whatever that said judgements rendered against his vendor the said L.D.Fulkerson, <sup>as Curator</sup> were, or ever would be claimed to be liens upon the individual lands of the said L.D.Fulkerson.

Respondent is advised and avers truly so, that the docketing of said judgements against the said L.D.Fulkerson as Curator, could only inform the public, or persons interested, that there were judgements against the effects of the late Charles Daugherty, and that they were no notice whatever of a personal liability on the said L.D.Fulkerson, and such being the case he is advised that the doctrine of innocent purchaser ~~is~~ for valuable consideration and without notice applies, in all its force. But however this may be, respondent is advised that if said judgement was ever a lien against the lands purchased by his father from the said L.D.Fulkerson, capable of being enforced, that it is no longer such. Said judgement was rendered on the third day of September 1887, more than ten



4

years before the institution of this suit. Your respondent <sup>is</sup> ~~are~~ informed and charges that no legal and valid execution ever issued on said judgment within a year from the date thereof, and the same facts as above alleged are applicable to the judgment in favor of S.M. and R.B. Beaty Administrators &c., and that more than ten years have elapsed since the rendition of said judgments before the institution of this suit and both of said judgments were barred by the statute of limitation prior to and at the institution of this suit, which said statute your respondent here invokes and pleads against any recovery herein on said judgment.

Respondent will further show your Honor that the sale of said 113-acre tract of land by L.D. Fulkerson to the Said J.M. Wheeler Sr. was by parol, and that full purchase money was paid therefor and said Wheeler placed in the actual possession thereof, and that the said Wheeler made valuable improvements on said tract of land, and your respondent is advised that said parol sale having been made prior to the 1st day of May 1888, passed the title from said Fulkerson to said Wheeler, and that this parol sale of said land was made several months before the date of said deed for said land.

Respondent further charges that said deed was afterwards made pursuant to the terms of said parol contract for said land.

Respondent will further show to your Honor that at the first November rules 1888 the said Charles E. Baylor filed his bill in the Circuit Court of Lee County on the Chancery side thereof, the object of which was to enforce the lien of his judgment and the lien of all the other judgments rendered against L.D. Fulkerson as Curator of the estate of Charles Daugherty, deceased, against the lands of the said L.D. Fulkerson. In this bill the said Baylor undertakes to set out the lands owned by the said L.D. Fulkerson upon which the said judgments mentioned were liens. The lands thus pointed out consist of three tracts, (1) a tract containing three or four acres conveyed to the said Fulkerson by deed dated July the 6th, 1875, (2) three-fourths of a tract of land theretofore sold by William F. and George Gibson



to the said Fulkerson and H.C.T. Richmond, containing 150 or 200 acres (3) a tract of land lying near or at Chadwell Station about four or ~~five~~ five miles west of the former described lands, the exact quantity not stated, but it is averred that the same, at one time, constituted a part of the old Alexander Chadwell farm, and was conveyed to said Fulkerson by David Chadwell. Your respondent is informed, believes and charges that the tract of land thus described in the said Baylor's bill is the same tract of land conveyed by the said Fulkerson to the said Wheeler. In this suit various proceedings were had, all the lien indebtedness against L.D. Fulkerson was ascertained and each of the judgments sought to be enforced in this suit, together with the amounts thereof, were specifically pointed out and reported and ascertained to be liens on said Fulkerson's lands, and on the 15th day of June, 1894, a decree was rendered and pronounced confirming the report and ascertainment of said liens and giving the said Fulkerson sixty days, from the adjournment of said Court in which to pay them, and further decreeing that if he failed to pay them within the time thus given him, then, that E.W. Pennington, who was appointed a commissioner for the purpose, should sell the lands in said two causes mentioned "that is said Fulkerson's house and lot and that part of the Gibson tract now in possession of &c.". Said Commissioner performed the duties thus required of him, reported his proceedings to Court which were duly confirmed and on the 9th day of November, 1897 a final decree was entered in said causes, expressly adjudicating that "all matters and things in said original causes" (there had been an amended bill filed by the said Baylor) had been theretofore settled" and striking said causes from the docket, all of which is more fully and at large shown by a copy of the record of the proceedings in said causes, which is filed by the complainant with her bill, and as a part thereof, marked "Exhibit No. 36" to which reference is here made.

Your respondent avers that the proceedings had in said Chancery ~~case~~ <sup>cause</sup> is a complete and full adjudication of the liens of said judgments as affecting the Chadwell lands, and a finding by the Court



that said lands are not liable to said liens. Not only is this so with respect to said Chadwell land, but it is a finding by the Court, as your respondent is advised, that there were no other lands, except those sold, which were subject to the liens of the judgments mentioned and set out in said Chancery cause of Daylor against Fulkerson aforesaid, and your respondent avers that said complainant, as well as the owner of each of the other judgments mentioned and set out in said bill, as liens, is estopped from asserting the same against any of the lands mentioned in her bill. Each of said creditors had his or her lien reported in said cause, they were each, therefore, parties to said litigation. Each of said judgments as well as the lands affected by them were subjects of litigation and adjudication in said cause, The Court which adjudicated said cause was one of competent jurisdiction, all of the parties that are asserting liens in this cause were before the Court in that cause and are bound by its decree, and all of the lands subject to the liens of said judgments were or could have been specifically ascertained. Your respondent is advised and he asserts that where a given matter becomes the subject of litigation in, and of adjudication by, a court of competent jurisdiction, that the Court requires, and it is the duty of, the parties to the litigation to bring forward their whole case, and will not permit the same parties to open the same subject of litigation in respect of matter which might have been brought forward as a part of the subject in contest, even though because of negligence, inadvertence or accident they were omitted or not brought forward, and respondent is further advised that a plea of res adjudicata, which he here invokes, applies not only to the point or points upon which the Court was actually required, by the parties, to form an opinion and to pronounce a judgment, but to every point which properly belongs to the subject of litigation, and which the parties, exercising reasonable diligence, might have brought forward at the time. Your respondent avers that the bill of the plaintiff and the exhibits therewith clearly shows that all the matters set up in it were or might and should have been litigated



and settled in the suit of C.E. Baylor against L.D. Fulkerson and others, and it was so litigated,. Everything that is alleged in this bill, by the use of ordinary dilligence, might and could have been known, and sh should have been brought to the attention of the Court and adjudicated in said former causes. This being the case the doctrine of res adjudicata applies. And not only does the doctrine of res adjudicata apply, but the parties here asserting said liens are estopped by their conduct, in said former causes from here again asserting them.

And now having answered said bill as fully as he deems it materially necessary to answer the same and here expressly denying every allegation of said bill affecting the lands owned by your respondent not herein before denied, admitted or explained, he prays to be hence dismissed with his cost.

*C. J. Duncan & N. H. Sewell  
W. G. Coburn, attys  
for Respondent,*

(1) The plff. excepts to so much of the foregoing answer as seems to set up the invalidity of the executions issued on the Baylor & Beatty judgments respectively, and the plea of the statute of limitations based thereon as constituting no valid defense.

(2) Also to the pleas of Res Adjudica set out in the latter part of said answer.

*Orr & Irvine and L. P. Hyatt, for plff.*

The defendants and cross-complainants, Chas. E. Baylor, J. A. G. Hyatt, Maggie J. Carnes and Bank of Shawanee, except to said answer for the reasons stated by plff. as above and in the same particulars.

*Orr & Irvine and L. P. Hyatt, for said defto  
& cross-complainants.*



Hattie A. Fulkerson et al  
ans. { answer of  
J. M. Wheeler.

Eliza A. Taylor,

Filed Nov 18th  
1899.

A B Munsey clerk



To the Honorable H.A.W.Skeen judge of the Circuit

b Court of Lee County Virginia:

The joint and separate demurrer and answer of Jennie Fulkerson, nee Ely and ~~W.C. Fulkerson, her husband, Cordia Bales nee Ely, and C. Bales~~ *and William Ely* ~~Bales her husband~~ to a bill exhibited against them in this Honorable Court by Eliza A. Taylor suing for herself and all lien creditors against the estate of L.D. Fulkerson, who seeks benefit by it.

Respondents are advised that said bill is not sufficient in law to call upon them to answer in this Honorable Court and they demur to the same.

And not waiving said demurrer but relying and insisting thereon should other and further answer be required of them answering they say.

That they are only interested in one of the tracts of land against which it is sought to assert the liens of said judgments. Said tract of land is called the "Ely land" being lots 1, 2, and ~~xx~~ 3 and half of lot 4 laid off and described in the partition of the lands of Hiram Ely deceased, and the same is correctly described as your respondents believe in "Exhibit No. 9" filed by the plaintiff with her bill.

Respondents suppose that the said L.D. Fulkerson did become the purchaser of these lands in the Chancery cause of H.C.T. Richmond, Administrator &c. against J.H. Bales and others, of which "Exhibit No. 7" with the plaintiff's bill is a transcript as they suppose. This purchase was made by the said L.D. Fulkerson, as appears by said record on the 4th day of December, 1888. Very soon thereafter, as your respondents are informed the said L.D. Fulkerson sold by oral <sup>sale</sup> said land to John C. Vanoy and put him in the possession thereof. Afterwards the said John C. Vanoy sold said land and he and the said L.D. Fulkerson together with their wives conveyed said land to Moses L. and James M. Ely. It is further true that the said James M. and Moses L. Ely are both dead and their lands have been partitioned among those entitled thereto, either as heirs or devisees.

Respondent will now show your Honor that while it is true that



while the said L.D.Fulkerson became a bidder for said land in said Chancery cause aforesaid, and that his bid was accepted and confirmed he never paid, as they are advised, anything thereon except the costs and commissions of sale which amounted to the sum of about \$71.00. The rest and residue of said purchase money was paid for him by said John C. Vanoy or by the said John C. Vanoy and Moses L. and James M. Ely. And your respondents are advised that the purchase money due from the said L.D.Fulkerson on said land constituted a lien upon it which the purchaser or purchasers from him had a right to pay off and discharge and doing so that they are substituted to the lien thus paid off and discharged by him. Your respondents are further advised that although the said Vanoy and Elys may not have actually paid to the Commissioner in said Chancery cause the money in discharge of said liens, yet if they furnished the money to the said L.D.Fulkerson for that purpose and he used it in discharge of said liens that it is the same as if they had actually paid it out of their fingers into the hands of the Court or its duly appointed Commissioner, and in such event that the doctrine of substitution or subrogation applies and they invoke the ~~same~~ same as a defence in this behalf.

Respondents now say that they have carefully examined the answer of their co-defendant the Louisville & Nashville Railroad Company, and they here adopt the same and make it a part of their answer in this cause as fully, wherein it is a defence applicable to their cause, as if the same was herein repeated.

Respondents further say that they are informed, believe and here assert that the said Moses L. and James M. Ely were innocent purchasers of said land having fully paid the purchase price before the rendition of the plaintiff's judgment and many of the other judgments mentioned in said bill.

And now having answered said bill as fully as they deem it material to answer the same they pray to be hence dismissed with their costs.

Lo. J. Duncanson  
B. H. Swell



(1) The plaintiff excepts to so much of the foregoing answer as seeks to set up the right of subrogation in behalf of these defendants, as constituting no defense.

(2) As to that portion of the answer which adopts the answer of the L. & N. R. R. Co. plaintiff adopts and repeats here the several exceptions made by her to the answer of said Railroad Company.

Orr & Irvine & L. I. Hyatt for plff.

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Defendants and cross-complainants, Chas E. Baylor, Bank of Shawnee, Maggie J. Carnes except to said answer in the same particulars and for same reasons as stated by plaintiff in her exceptions.

Orr & Irvine & L. I. Hyatt for cross-complainants and defendants.



Hattie A. Fulkerson et al  
ads. { Answers of  
          Jennie Fulkerson  
          and others  
Eliza A. Taylor

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Filed Nov 18<sup>th</sup> 1899  
A B Munsey Clerk



To the Honorable H.A.W.Skeen, Judge of the Circuit

Coyrt of Lee County, Virginia:

The joint demurrer and answer of C.B.Kesterson and Mollie Kesterson his wife to a bill exhibited against them and others in this Honorable Court by Eliza A.Taylor.

Respondents are advised that said bill is not sufficient in law to call upon them to answer, in this Honorable Court, and they demur to the same and pray judgment of their said demurrer &c.

Not waiving said demurrer but relying and insisting thereon, should other and further answer be required of them, answering they say, that they have no personal or peculiar knowledge of the judgment of the plaintiff or any of the other judgments mentioned in said bill, the lein of which is sought to be enforced in this suit.

Respondents say that it is true that they are the owners, or rather your female respondent is the owner of two of the tracts of land upon which it is sought to enforce the liens of said judgments or some of them. The first of these tracts, as mentioned in said bill is what is known and described in the papers in said cause, as the "3 acre mill tract", but your respondents deny that the said judgment of the complainant or any of the other judgments mentioned in said bill are liens upon said tract of land. It is true however that this tract of land was on the 3rd day of April 1888, conveyed by James W.Orr Commissioner to L.D.Fulkerson, and it is likewise true that on the 14th day of October, 1894 the deed from the said Orr, Commissioner to the said Fulkerson, was recorded, but it is not true that the said L.D.Fulkerson after the date of said deed, to-wit: April the 3rd 1888, sold said tract of land to one Joseph R.Thomas, but it is true that prior to the year 1884, that the said L.D.Fulkerson who was then the equitable owner of said tract of land sold the same to the said Joseph R.Thomas and put him in the possession thereof. This sale, as your respondents are informed and believe ~~XXXXXX~~ and they here aver, was a verbal sale, that under it the said Joseph R.Thomas not only took possession but that he paid to the said L.D.Fulkerson every dollar of the purchase price of said land before the death of him, the said



Joseph B. Thomas, which occurred as your respondents aver, before September, 1884. It is true however as alleged in said bill that said Fulkerson never conveyed said tract of land to the said Thomas. It is likewise true that said Thomas died intestate and that after his death his heirs sold and conveyed said land to C.N. Morgan, and the said Morgan took possession thereof, paid the entire purchase price and made valuable improvements thereon; it is likewise true that the said C.N. Morgan afterwards sold said lot or parcel of land to James M. Wheeler, who fully paid therefor before his death, but failed to take a conveyance of the same from the said Morgan. Your respondents have been informed, they believe and here aver that the sale by the said Morgan to the said Wheeler was a verbal one, and they further aver that the said James M. Wheeler Sr. was an innocent full and complete purchaser of said land from the said Morgan, without any notice of the equity of the said L. D. Fulkerson thereto. It is further true that the said James M. Wheeler died intestate and that in the partition of his real estate said "Mill tract", among others, was assigned to your respondent Mollie Kesterson, and it is true that after said tract of land was assigned her, learning for the first time that said L.D. Fulkerson had once owned or had an interest in said land and learning that the land had never been conveyed to her father by the said C.N. Morgan and that the said L.D. Fulkerson had never conveyed said land to his vendee, she requested said Morgan and Fulkerson to convey the same to her husband and co-respondent, C.R. Kesterson. This they did by deed dated the 31st day of August 1894, which deed was duly recorded in the Clerk's Office of the County Court of Lee County on the 9th day of October, 1894, and "exhibit No. 5" filed by the complainant with her bill is a true copy of said deed; and it is further true that your female respondent's husband by deed dated the 24th day of December, 1897, re-conveyed said land to her, and respondents suppose that "exhibit No. 6" filed by complainant with her bill is a true copy of said deed.

Your respondents will now show your Honor that the said Joseph B. Thomas as before stated erected valuable improvements on said tract of



of land while he owned it and before his death, that he built thereon a saw mill at the cost of \$400.00; that after his purchase as afore-said from the heirs of the said Joseph P. Thomas, C.N. Motgan re-built the mill-house on said lot at a cost of \$40.00, he built a stone dam thereon at a cost of \$1000.00 and put in a turbine wheel at a cost of \$300.00 and built a house for the miller at a cost of \$75.00; that J.M. Wheeler in his life time re-built the saw mill, put in another turbine wheel at a cost of \$350.00 and a set of French burrs at a cost of \$350.00; and your respondents since they have owned it have still further improved said lot and expended thereon in valuable improvements the sum \$500.00; all of which improvements your respondents aver to have been made upon the faith of the valid ownership of said lot or parcel of land, by the parties making them, and they are advised that <sup>if</sup> said judgments or any of them are held to be liens on said land they only attach to it, in the condition that it was in at the time said Fulkerson sold it to said Thomas, and that they do not attach to the improvements thereon. Your respondents are advised, that, as the law was, at the time Joseph P. Thomas purchased said land from L.D. Fulkerson, a valid sale of land could be made by parol, and when so made, it was as effectual as if in writing, and as fully capable of specific execution, and that the registry acts in no <sup>way</sup> applied to such sales. By such purchase and performance, or part performance of the contract, by the purchaser, he became the equitable owner of the land and the vendor thereof a trustee holding the legal title for him, if in fact said vendor had himself the legal title at the time of his sale. And respondents aver, that as the said Fulkerson, when he sold to the said Thomas and received the purchase price, parted with his equitable title to said land, there was nothing, at the time said judgments were pronounced in the said Fulkerson upon which said judgments could operate. The principle being well settled, as respondents are advised, that the judgment can operate on nothing except that which the judgment <sup>debtor</sup> owned at the time it was rendered. Respondents will now show your Honor that the other tract of land owned by your female respondent is the tract of land called in the bill "the H.S. Hoskins 51-acre tract". It is true that this tract of land was not conveyed by the said L.D. Fulkerson to the said James M. Wheeler Sr. until after the judgment of the said Baylor had been rendered, and not until after said



judgment had been docketed, if the date of docketing is correctly stated by the plaintiff in her bill, which is neither admitted nor denied, but full and complete proof thereof is demanded. But respondents deny that said judgement is a lien upon said 51 acre tract of land which is now <sup>pa</sup> cable of being enforced. Said judgement was rendered on the 3rd day of September 1887, more than 10 years before the institution of this suit, no execution issued on it during the year next succeeding its ~~return~~ rendition, on which there is or was the return of an officer, and said judgement was at the date of the institution of this suit barred by the statute of limitations, and the lien thereof as much <sup>ba</sup> incapable of now being enforced as if it had never existed. Respondents deny the allegation of said bill that an execution issued on said judgement which was returned by an officer. It is may be true, as alleged in said bill that what purports on its face to be an execution was issued by the clerk on said judgement, a few days after said judgement was pronounced which went in to the hands of an officer, and that said officer endorsed a return thereon, but if so, your respondents are advised that said execution was absolutely void for all purposes, because the decree or judgement itself expressly provided that no execution should issue upon it for the period of nine months from its date, and if the clerk did issue such execution that act of the clerk is not only without authority but it is in express violation of the judgement of the court and void for all purposes, and does not save the running of the statute of limitation and the bar thereof after ten years. As to the fact that said judgement is not a personal judgement against said L.D. Fulkerson and does not constitute a lien upon his lands, and that the docketing thereof was no notice to an innocent purchaser, which they aver the said James M. Wheeler was, they say that they have read the answer of their Co-defendant J.M. Wheeler Jr and they adopt his answer thereon as their own. Respondents likewise say that they have careful<sup>ly</sup> read the answer of their Co-defendant the Louisville and Nashville Railroad Company upon, and as to the estoppel of the said C.E. Baylor, and other creditors of the said L.D. Fulkerson to enforce the liens of their several judgements, by reason of the proceedings had in the chancery cause of C.E. Baylor against L.D. Fulkerson et



als. a copy of which is filed with complainant's bill marked "Exhibit No. 36" to which reference is here again made and they adopt said answer as their own and invoke the defence therein set up.

Respondents say that the said supposed judgment in favor of S.M. and E.B. Beaty Administrators against L.D. Fulkerson Curator never constituted a lien capable of being enforced against L.D. Fulkerson individually and that the docketing of said judgment was no notice to any person of the existence of a judgment constituting a lien upon his land and they further aver that said judgment was rendered more than ten years before the institution of this suit and that at the time of the institution of this suit, if it ever was a lien upon any of the land at any time owned by L.D. Fulkerson it was barred by the statute of limitation long before the institution of this suit.

And now having answered said bill as fully as they deem it materially necessary to answer the same and here expressly denying every allegation in said bill affecting the lands owned by your female respondent ~~they pray~~ not herein before denied, admitted or explained they pray to be hence dismissed with their cost.

*C. J. Duncan, M. G. Cullenwank  
B. H. Sewell attys for  
Respondents,*

Plaintiff excepts to so much of foregoing answer  
① as seeks to set up improvements on "3 acre Mill tract",  
as constituting no defense

(2) To the defense which seeks to attack the validity  
of the Baylor and Beaty judgts, and the plea of limitations based thereon for the same reason; and

(3) To the pleas of res adjudicata for which is sought to be set up by referring to answer filed herein by L. & N. R. R. Co. because said plea is no defense against plaintiffs bill either for this defendant or for said Railroad Company.

*Orr & Irvine and L. P. Hyatt for Plff.*



The defendants and cross-complainants,  
Chas. E. Baylor, Maggie J. Carnes, Bank of Sha-  
wanee, except to this answer in the par-  
ticulars and for the reasons set forth in the  
foregoing exceptions by plaintiff.

Orr & Irvine and L. P. Hyatt for  
defendants and cross-complainants



Hattie A. Fulkerson et al

Ads. { Answer  
of  
C. R. & Mallie  
Kesterson.

Eliza A. Taylor

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Filed Nov 18th 1899

A. B. Munsey Clerk



To the Honorable H.A.W.Skeen, Judge of the Circuit  
Court of Lee County, Virginia:.

The separate demurrer and answer of the Louisville & Nashville Railroad Company, a corporation doing business in Virginia, to a bill exhibited against it and others in this Honorable Court by Eliza A. Taylor, suing for herself and all other lien creditors of the late L.D.Fulkerson, now deceased.

Respondent is advised that said bill is not sufficient in law to call upon it for an answer in this Honorable Court, and it demurs to the same and prays judgment of its said demurrer &c.

And not waiving said demurrer, but relying and insisting thereon, should other and further answer be required of it, answering it says, that it supposes it to be true that said complainant obtained the judgment against the said L.D.Fulkerson, in his life time, set out and described in her bill, and it supposes that said judgment was docketed as therein stated, and it likewise supposes ~~esx~~ it to be true, that the various other judgments mentioned in said bill were likewise rendered against the said L.D.Fulkerson in his life-time and that these judgments as to amounts, date of rendition and time of docketing are correctly stated in said bill, but of this fact, respondent has no direct personal or peculiar knowledge, and it demands full and complete proof of the same, together with the balances due thereon, the time when docketed &c.

Respondent is only interested in two of the parcels of land mentioned in the plaintiff's bill, on which it is alleged the several judgments rendered against the said L.D.Fulkerson in his life-time, and set out in the bill as unpaid, are claimed to be liens. The first of these is what is called in the bill the "Ely lands" out of which your respondent obtained its right of way called in said bill "Vanoy Railroad strip".

Your respondent supposes that the said plaintiff has correctly set out the several steps taken and conveyances made by which the title



to said "Ely lands" became vested in the said L.D.Fulkerson. By an examination of the same it appears that at a judicial sale made in the Chancery cause of which "Exhibit No.7" filed with the bill is a copy, that the said Fulkerson on the 4th day of December, 1888 became a bidder for said land, which said bid was accepted by the Court by its decree pronounced in said cause on the 2nd day of April, 1889, by which said sale was confirmed to said Fulkerson.

Your respondent will now show your Honor, that immediately, as it is informed, after the confirmation of said sale to him, the said L.D.Fulkerson sold said tract of land for a valuable consideration to John C.Vanoy, ~~and respondent is informed~~ and put him in the possession thereof, the said John C.Vanoy, as respondent is informed, paying to the said L.D.Fulkerson in his life time the purchase price agreed to be paid by him. Respondent does not know whether said sale from Fulkerson to Vanoy was verbal or by title bond, it therefore neither admits or denies the execution of the title bond alleged in the bill to have been executed by the said L.D.Fulkerson to the said Vanoy, and calls for full and complete proof of said allegations, but however, <sup>this</sup> may be, the said Fulkerson, at the time of his said sale to the said Vanoy, at the time he put the said Vanoy into the full and complete possession of said land, and at the time he received from the said Vanoy the full consideration for the said land, was only the equitable owner thereof, which equity he sold to the said Vanoy long before the rendition of the plaintiff's judgment.

Your respondent has been informed, believes and avers it to be true, that the \$265.96 paid by said L.D.Fulkerson on his said purchase on December the 10th, 1889, was paid for him by the said John C.Vanoy, or paid out of the money which he furnished for that purpose. Respondent has been further informed and it avers it to be true, that the \$593.43 paid to said Commissioner Orr prior to the 26th day of May, 1892 was paid by the said John C.Vanoy or out of money furnished by him for that purpose, and such being the case your respondent is advised that the said John C.Vanoy is entitled to be substituted to the



rights of the said administrator of the said Mary A.H. Richmond against said lands for her purchase money lien thereon, and to the right of the said S.B. Campbell against said land, by reason of his judgment lien, to the extent the said ~~land~~ was paid out of the money furnished by the said John C. Vanoy.

Respondent says that it is true that the said John C. Vanoy and Sarah, his wife, on the 24th day of September 1889, conveyed to it a strip of land one hundred feet in width through and over the tract of land so purchased by him from the said L.D. Fulkerson, for right of way for its railroad. Said strip of land is correctly shown by "Exhibit No. 8" filed by complainant with her bill. Respondent will now show you Honor that it purchased and took said strip or parcel of land from the said John C. Vanoy and wife in good faith, that it built its railroad thereon, in good faith, believing that by said deed it had acquired good title to said land and that the same was built and constructed long before the rendition of the complainant's judgment or any of the other judgments sought to be enforced in this suit, except the judgment of C.E. Baylor; and it further avers that its road so constructed is a work of public improvement, which it was permitted under its charter privileges to construct; and it is advised that the right of eminent domain remaining in the state is superior to any right acquired by the liens of the several judgments in the bill mentioned, and such being the case, it is advised that said liens attach only to the land taken in the condition it was at the time respondent entered upon the same for the construction of its road, and that they do not attach to said improvements. And should it be held that said liens are binding on said land, respondent here offers to pay the full value of said land so taken by it, and it asks that competent commissioners be appointed to ascertain said value.

Respondent further avers that the said John C. Vanoy was in the open and full possession of said land at the time it purchased said ~~strip~~ strip of land ~~from him~~ from him, that he was the apparent visible owner of the same and it is advised that such being the case, a



condemnation of said land, if one had been made, against him, or in his name, would have vested this respondent with title to said strip of land, upon the payment of the sum fixed by the commissioners as just compensation, and such being the case, respondent is advised, that said Vanoy deed conferred upon it the right to enter upon said land as a licensee, and having done so, the only remaining duty for it to perform, in order to perfect its title, is to pay a just compensation for the land taken, in the condition it was in at the time respondent took it.

The only other tract of land sought to <sup>be</sup> affected by said judgment~~s~~ liens is the tract of land conveyed by David Chadwell and wife to L.D.Fulkerson by deed dated 21st day of April 1873 containing 113 acres and conveyed by said L.D.Fulkerson to James M.Wheeler by deed dated on the 4th day of October 1887, and out of which tract the said James M.Wheeler on the 21st day of August 1889 conveyed to this respondent a strip of land one hundred feet wide, the length of this strip is not known to this respondent because of the fact that the deed of the right of way aforesaid was made through all the lands owned by the said Wheeler at that point, consisting of several tracts.

It is true that the judgment in favor of C.E.Baylor, as appears from the record, was rendered and docketed a short time before the conveyance of said tract was made by said L.D.Fulkerson to the said Wheeler, but your respondent is informed, charges and believes that the said L.D.Fulkerson verbally sold said tract of land to the said Wheeler and put him in the possession thereof several months before the date of said deed, and before the rendition of said judgment, but however this may be, your respondent denies that said judgment is a lien on the tract of land conveyed by the said L.D.Fulkerson to the said Wheeler, or upon the strip of land conveyed by the said Wheeler to this respondent, which is now capable of being enforced, even if it ever was a lien upon the same, and respondent will now show your Honor why said judgment is no longer capable of being enforced as a lien against said tract of land or said right of way strip.



At the first November rules, 1888 the said Chas.E.Baylor filed his bill in the Circuit Court of Lee County, the object of which was to enforce the lien of his judgment and the lien of all the other judgments rendered against L.D.Fulkerson as Curator of the estate of Chas. Daugherty against the land of said L.D.Fulkerson. In this bill the said Baylor undertakes to set out the lands owned by the said L.D. Fulkerson upon which the said judgments mentioned ~~by~~ were liens. The lands thus pointed out consist of three tracts, (1) a tract containing three or four acres conveyed to the said Fulkerson by E.M. Bales, by deed dated July 6th, 1875, (2) three-fourths of a tract of land theretofore sold by Wm.F. and George Gibson to the said Fulkerson and H.S.T.Richmond, containing 150 or 200 acres, (3) a tract of land lying near or at Chadwell Station about four or five miles west of the former described land, the exact quantity not stated, but it is averred that the same, at one time, constituted a part of the old Alexander Chadwell farm and was conveyed to said Fulkerson by David Chadwell. Your respondent is informed, believes and charges that the tract of land thus described in the said Baylor's bill is the same tract of land conveyed by the said Fulkerson to the said Wheeler, and out of ~~wh~~ which the said Wheeler afterwards conveyed the said right of way strip. In this suit various proceedings were had, all the lien indebtedness against L.D.Fulkerson was ascertained and each of the judgments sought to be enforced in this suit together with the amounts thereof were specifically pointed out and reported and ascertained to be liens on said Fulkerson's land, and on the 15th day of June, 1894 a decree was rendered and pronounced confirming the report and ascertainment of said liens and giving the said Fulkerson sixty days, from the adjournment of said Court, in which to pay them, and further decreeing that if he failed to pay them within the time thus given him, then, that E.W.Pennington, who was appointed a commissioner for the purpose, should sell the lands in said two causes mentioned "that is said Fulkerson's house and lot and that part of the Gibson tract which he is



now in possession of &c." Said Commissioner performed the duties thus required of him, reported his proceedings to Court which were duly confirmed and on the 9th day of November, 1897, a final decree was entered in said causes, expressly adjudicating that "all matters and things in said original causes (there had been an amended bill filed by the said Baylor) had been theretofore settled" and striking said causes from the docket, all of which is more fully and at large shown by a copy of the record of the proceedings in said causes, which is filed by the complainant with her bill, and as a part thereof, marked "~~Exhibit~~ No. 36" to which reference is here made.

Your respondent avers that the proceedings had in said Chancery cause is a complete and full adjudication of the liens of said judgments as affecting the Chadwell lands, and a finding by the Court that said lands are not liable to said liens. Not only is this so with respect to said Chadwell land, but it is a finding by the Court, as your respondent is advised, that there were no other lands, except those sold, which were subject to the liens of the judgments mentioned and set out in said Chancery cause of Baylor against Fulkerson aforesaid, and your respondent avers that said complainant, as well as the owner of each of the other judgments mentioned and set out in said bill, as liens, is estopped from asserting the same against any of the lands mentioned in her bill. Each of said creditors had his or her lien reported in said cause, they were each, therefore, parties to said litigation. Each of said judgments, as well as the lands affected by them were subjects of litigation and adjudication in said cause. The Court which adjudicated said cause was one of competent jurisdiction, all of the parties that are asserting liens in this cause were before the Court in that cause and are bound by its decree, and all of the lands subject to the liens of said judgments were or could have been specifically ascertained. Your respondent is advised and it asserts that where a given matter becomes the subject of litigation in, and of adjudication by, a Court of competent jurisdiction, that the Court



requires, and it is the duty of, the parties to the litigation to bring forward their whole case, and will not permit the same parties to open the same subject of litigation in respect of matter which might have been brought forward as a part of the subject in contest, even though because of negligence, inadvertence or accident they were omitted or not brought forward, and respondent is further advised that a plea of res adjudicata, which it here invokes, applies not only to the point or points upon which the Court was actually required, by the parties, to form an opinion and to pronounce a judgment, but to every point which properly belongs to the subject of litigation, and which the parties, exercising reasonable diligence, might have brought forward at the time. Your respondent avers that the bill of the plaintiff and the exhibits therewith clearly show that all the matters set up in it were or might and should have been litigated and settled in the suit of C.E. Baylor against L.D. Fulkerson and others, and it was so litigated. Everything that is alleged in this bill, by the use of ordinary diligence, might and could have been known, and should have been brought to the attention of the court and adjudicated in said former causes. This being the case the doctrine of res adjudicata applies. And not only does the doctrine of res adjudicata apply, but the parties here asserting said liens are estopped by their conduct, in said former causes from here again asserting them.

If mistaken in this view, then as to said strip of land conveyed to it <sup>by</sup> J.M. Wheeler for right of way, your respondent is advised that, as said conveyance was made by the said J.M. Wheeler in his life time with covenants of general warranty, that the remainder of said tract retained by the said Wheeler and which ~~has~~ descended to his heirs must first be sold to satisfy the lien of said Baylor's judgment, and that if there is enough thereof to satisfy the same, then that the land conveyed by said Wheeler to your respondent cannot be touched.

Respondent will now show your Honor that it was in the open notorious and exclusive possession of the "Vannoy railroad strip" of land prior to the 24th day of September 1889, under a contract with the said Vannoy



that on the 24th day of September 1889, said Vanoy conveyed the same to your respondent and that it has, since its first entry, been in the open, notorious, continuous and exclusive possession thereof under a claim of right, and it avers that said possession had, under the laws of Virginia, ripened in to a perfect and indefeasible title before the institution of this suit, and it asks to be quieted in its title thereto. Respondent denies that it had any knowledge at the time that it contracted with the said Vanoy, and at the time it took possession of said land and made its improvement thereon, that the said Vanoy had purchased said land from the said Fulkerson, or that ~~he~~ in anyway held under him.

Respondent having now answered said bill as fully as ~~it~~ deems it material to answer the same prays to be hence dismissed with its costs.

Louisville & Nashville Railroad Company

By Counsel.

*Attest:*  
*J. H. Green*  
*Secy.*

*Wm. G. Smith*  
President of the Louisville &  
Nashville Railroad Company.

*C. T. Duncan*  
*atty*



Eliza A. Taylor.

vs. ( In Chancery.

Hattie A. Fulkerson et al.

The plaintiff, by her counsel, excepts to the whole of this answer as constituting no defense to the bill, and to the several parts thereof as follows:

First.--To the allegations (p.2 of answer) with reference to the sale by Fulkerson to Vanoy. It is immaterial whether said sale was a parol sale or one in writing, since it was a sale after May 1st, 1888. The plaintiff's judgment and all the judgments in this bill mentioned as not having been paid which were obtained prior to Decr.17th 1894, are liens on the "Fly lands" and the "vanoy Railroad strip", and the fact that Fulkerson's equity had passed to Vanoy in the manner indicated in this answer is immaterial.

Second.--To the allegations (pages 2 and 3 of answer) with reference to the payments made by Vanoy on Fulkerson's purchase from the commissioner in the cause of Richmond, Admr.v. Bales. Even if Vanoy made these payments as alleged, there must be the further allegation made that Vanoy was forced to to make such payments in addition to the purchase money he had agreed to pay to Fulkerson, before he would be entitled to subrogation. Further, the right of subrogation is a personal right and the railroad company ~~xxxx~~ cannot set it up for Vanoy. This must be done by Vanoy or his assignee

Third.--To the allegations (p.3) with reference to ~~xxxxxxxxxxxx~~ improvements made on said strip by the railroad company. These allegations are immaterial since the claim for improvements cannot be made against an encumbrancer; and, even if it could be so made, this defendant cannot make it in this case because of its negligence in not looking into Vanoy's title before its purchase.

Fourth.--To the allegations (pages 3 and 4) regarding defendant's being a licensee, and having the right to hold its land upon



payment of a just compensation &c. This is no defense to the bill. This defendant must stand in the same light as any other purchaser of the land in question.

Fifth.--To the allegations (p.4) that the sale from Fulkerson to Wheeler was a parol sale. It is not alleged that Wheeler had fully paid the purchase money to Fulkerson before the Baylor judgment was rendered, or before Fulkerson made the deed to Wheeler, and this record shows that the purchase money was in fact not paid until after the said deed was made.

Sixth.--To the plea ( pages 5 ~~and~~ 6) and 7) of Res Adjudicata . This is no defense in this cause as to any of the judgments sought to be enforced as set out by the bill, either as to the Wheeler ( of Chadwell station) land or any of the other lands sought herein to be subjected.

(7) To the defense (pages 7 and 8) of the Statute of Limitations and adversary possession sought to be set up as to the Vanoy strip. The answer does not allege an adversary holding, and even if it did, this plea would be unavailing in this cause, since the plea cannot be set up against an encumbrance made or suffered by the original title holder through whom all parties claim.

Eighth.--To the allegations (p.8) that the defendant bought the Vanoy strip without notice that Vanoy had bought from Fulkerson. Said defendant was put upon enquiry as to how Vanoy's title was derived, and the means were obtainable to ascertain the facts, and in the light of this record said defendant must be conclusively presumed to have known the facts.

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The defendant and cross-complainants, Chas. F. Baylor, Maggie J. Cenes, Bank of Shawanee <sup>J. A. H. H. H.</sup> and a S. Pridemore, except to this answer in the particulars and for the reasons set forth in the fore



going exceptions made by the plaintiff.

Orre & Irvine and L. J. Hyatt,

For plaintiff and cross-complainants.



Hattie A. Fulkerson & Co  
ans. {  
ads. { L. & N. R.R. Co.

Eliza A. Taylor  
Filed Nov 18th 1899  
A. B. Munsey Clerk

79 5<sup>th</sup> / 286



To the Honorable H.A.W.Skeen judge of the Circuit  
Court of Lee County Virginia.

The separate demurrer and answer of C.N.Morgan to a bill exhibited against him and others in this Honorable court by Eliza A.Taylor, who sues for herself and all other lien creditors of L.D.Fulkerson deceased who seek relief by said suit.

Respondent say, that he is advised that said bill is not sufficient in law to call upon him to answer in this honorable court and he demurs to the same and prays judgement of his said demurrer &c.

Not waiving said demurrer, but relying and insisting thereon, should other and further answer be required of him answering, he says, that he is only interested in one of the tracts of land, mentioned in the bill, against which the liens of the several judgements set out and referred are sought to be enforced. This is the tract of land described in said bill as the "3-acre mill tract".

Respondent says that it is true that by deed dated on the 3rd day of April 1888, James W.Orr Commissioner, in the Chancery cause of Duff Chadwell against Achilles Chadwell and others then pending in the circuit Court of Lee County, conveyed said tract of land to L.D.Fulkerson, and it is further true that said deed was duly recorded in the Clerk's office of the County Court of Lee County on the 14th day of October, 1894; but it is not true that said L.D.Fulkerson after ~~said tract~~ the 3rd day of April, 1888 ~~tioned date~~ sold said tract of land to one Joseph P.Thomas and put him in possession thereof. It is true, however that said Fulkerson sold said tract of land to the said Joseph P.Thomas, but this sale was made long before the conveyance by Commissioner J.W.Orr to the said Fulkerson. Your respondent will now show your Honor exactly how this transaction occurred. On the 7th day of July <sup>1879,</sup> James W.Orr Commissioner, acting under a decree of the Circuit Court of Lee County in the chancery cause then pending in said Court of Duff Chadwell vs. Achilles Chadwell and others sold said tract or parcel of land to the said L.D.Fulkerson. This sale was duly confirmed by a decree entered in said cause at the November term 1899 of said Circuit Court, and some time thereafter, perhaps about the 1st of September 1883 the said Fulkerson as above stated sold said tract of land to the said Thomas and put him in the



possession thereof. This purchase was certainly some time prior to August 1884, as Joseph Thomas died some time during that month, and he had made considerable improvements on said property before his death. The improvements thus made was as respondent is informed the building of a new miller's house, and the repair or rebuilding of the mill house and the erection of a saw-mill on said property. The whole of said improvements amounting to the sum of at least \$500.00.

Respondent has been informed that the sale by Fulkerson to Thomas was <sup>a parcel</sup> ~~a parcel~~ sale under which possession was delivered and the whole and entire purchase price paid. Respondent denies that at the time of the sale of said parcel of land by the said Fulkerson to the said Thomas that the said Fulkerson had title to said land; he denies that the said Fulkerson executed or delivered any title bond for the said land or any other writing evidencing said contract.

It is true that the said Joseph Thomas died intestate and that his heirs conveyed said land to this respondent by deed dated March the 20th 1885 all of which will more fully appear by a copy of said deed herewith filed as a part hereof marked "Thomas Deed". Two of the heirs of said Thomas did not sign this deed, but have since conveyed.

It is further true that your respondent some time after the purchase of said land from said Thomas heirs sold the same to James M. ~~Wheeler~~ Wheeler, Sr. who fully paid him for the same. While your respondent owned said property he put the following valuable improvements upon it: to-wit, a stone dam at a cost of \$1000.00; a turbine wheel and put in a flouring mill at a cost of about \$650.00 or \$700.00. <sup>These improvements</sup> In the partition of the lands of J.M. Wheeler Sr. deceased, this lot or parcel of land was assigned to his daughter Mrs. Mollie Kesterson, and afterwards at her request your respondent and the said L.D. Fulkerson, by deed dated the 31st day of August 1894, conveyed said land to her husband C.D. Kesterson.

Your respondent avers that the purchase price paid by the said L. D. Fulkerson for said land was \$400.00; that the purchase price paid by Joseph Thomas for the same was \$450.00; and he is advised that if said judgments operate as liens upon said land that they can only operate

1887, and the early part of the year 1888.



on the value of the land in its condition at the time the said Thomas purchased it from the said Fulkerson and that they do not operate or affect the improvements put upon said property, all of which improvements made by the said Thomas and your respondent were made and placed *in good faith under the honest belief that their title was good and* upon said property before the lien of said judgments or any of them attached, and before any judgments sought to be collected in this suit were rendered against L.D. Fulkerson. *And if said judgments or any of them are held to be liens upon said property then he asks that he be allowed*  
Your respondent will now show your Honor that he has carefully read the answers of his co-respondents the Louisville & Nashville Railroad Company, James M. Wheeler and C.P. Kesterson and Mollie Kesterson his wife, and he hereby adopts said answers as a part of his answer, wherein applicable to his case, as fully and as completely as if the allegations in said answers, the statements which they contain and the defenses which they invoke were here again repeated, and he relies upon the defense of res adjudicata made in said answers, the statute of limitations and as to the Baylor and S.M. & E.B. Beaty judgments and the fact that said ~~three~~ <sup>two</sup> last named judgments are and were judgments against L.D. Fulkerson in his representative capacity and not against him personally, as fully as if said defenses were herein again fully repeated.

And now having answered said bill as fully as he deems material to answer the same, he prays to be hence dismissed with his costs.

B. H. Samuel +  
C. J. Duncan Atty  
for C. H. Morgan

*The value of said improvements as a first lien upon said land.*



(1) This answer is excepted to in so far as it seeks to set up improvements made on said land as a defense, because no defense.

(2) And this answer is further excepted to for the same reasons assigned in the exceptions to answers of, L. & N. R. R. Co., J. M. Wheeler, C. R. & Mollie Hesterson, and Jennie Hesterson et al.

Orro A. S. Irvine

+ L. D. Hyatt

for plffs &  
cross-complets.



Hattie A. Fulkerson, et al  
ads { Answer of  
C. N. Morgan  
Eliza A. Taylor,

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Hattie A. Fulkerson, et al  
ads { Answer of  
C. N. Morgan  
Eliza A. Taylor,

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Filed in open Court  
and by leave thereof  
of this the 15<sup>th</sup> day  
of March 1880  
J. B. Manney, Clerk



To the Honorable H. R. W. Shaw Judge  
of the Circuit Court of Lee County Va

The separate answer of Hattie A  
Fulkerson Administratrix of L D  
Fulkerson deceased, to a Bill  
exhibited against her and others by  
Elyse A Taylor and to the cross  
bill exhibited against her and others  
by Jennie H Baylor & Lou H. Baylor  
Executors of the estate of C. E. Baylor  
deceased. Respondent says that said  
Judgment attempted to be assented  
by the said Executors of the said C. E.  
Baylor is barred by the statute of  
Limitations because no valid  
execution was issued thereon

and more than 10 years has elapsed  
after the rendition of this judgment and  
before ~~since~~ the institution of this suit.

And she files her with her <sup>notice of</sup> motion to  
quash the supposed execution filed  
by the plaintiff with her bill  
marked exhibit fifa no 3.

She further says that said supposed  
Judgment of the said C. E. Baylor  
was a Judgment against her late  
husband L D Fulkerson in his  
representative Capacity as Execu-  
tor of the estate of Charles Dwyer



city deceased and not against him  
personally and she desires that  
said judgment is a lien upon  
any of the lands mentioned in  
said bill. ~~And~~ And now  
having answered said bill & cross  
bill she prays to be hence dismissed  
and that she recover her costs  
in this suit expended.

Hattie A. Fullerton  
Adm'r.

Robt. Swell  
C. F. Duncan  
Atty.

Elizabeth Taylor  
or  
Z. Anderson

Hattie A. Fullerton

Filed June 8<sup>th</sup> 1901.

J. G. Mansory, Clerk



Respondents allege that there was  
an express agreement between  
the parties that if the said  
Moses Ely and James Ely  
would furnish the money  
to pay off the purchase  
money lien to Mrs Mary  
Richmond nee McEwen  
that they should be substi-  
tuted to the rights of the  
said Mrs Richmond, and  
that pursuant to said agreement  
they purchased the land  
and paid off said lien  
and they are advised that  
they should be substituted  
to the rights of Mrs Rich-  
mond



Eliza A. Taylor,

Plaintiffs.

vs. ( In Chancery.)

Hattie A. Fulkerson, Admrx.&c., et al.,

Defendants.

This cause came on this the 14th day of December, 1904, to be heard upon the papers formerly read in the cause, and the report of L. T. Hyatt, Special Commissioner, this day filed, and was argued by counsel. On consideration whereof, and it appearing to the court that ~~xxx~~ no exceptions have been taken or filed to the said report, it is adjudged ordered and decreed that the same be confirmed. And it appearing from the said report that the said Commissioner has executed to W. A. Crockett a deed of conveyance for the land purchased by him in said cause as required by the decree entered here on the 13th day of December, 1904, and has also executed to Jennie Fulkerson Cordia Bales, James Ely, William Ely and Catherine Ann Ely a deed conveying to them <sup>as required by the decree of May 24, 1904</sup> the lands purchased by them in said cause, to-  
<sup>deeds</sup> neither of which <sup>deeds</sup> there is any exception, it is further, adjudged ordered and decreed that each of the said deeds be approved and confirmed <sup>by</sup> the court, and that the said Jennie Fulkerson, Cordia Bales, James Ely, William Ely and Catherine Ann Ely pay to the said Commissioner the sum of Five Dollars for his services in making the said deed, for which sum execution may issue upon application to the clerk of this court.

And the cause is continued.



Eliza A. Taylor  
vs { Lu Chauncy  
Hattie A. Fulkerson  
Advers et al

Decree confirming deeds  
to W. A. Crockett and  
Ely heirs.

Entered C. B.  
No. 7, page 556.

Enter this decree  
Dec 14, 1904  
H. A. W. Shum



Eliza A. Taylor,

Plaintiff.

vs.

( In Chancery. Decree.)

Hattie A. Fulkerson, Admrz.&c., et al., Defendants.

This cause came on this the 13th day of December, 1904, to be heard upon the papers formerly read in the cause, and the report of L. T. Hyatt, Special Commissioner, this day filed, and was argued by counsel.

On consideration whereof, and it appearing to the court that no exceptions have been taken or filed to the said report, it is adjudged ordered and decreed that the said report be confirmed; and it appearing from the said report that W. A. Crockett, the purchaser of the tract of land known as the C. E. Fulkerson four acre tract in the proceedings of this cause, has on this day fully paid the purchase price therefor, to-wit: the sum of \$23.50, to the said Commissioner, and desires a conveyance of the land purchased by him, it is therefore further adjudged, ordered and decreed that the said Commissioner disburse the said sum of money to the parties entitled thereto as shown by the former proceedings in this cause, and report his action in regard thereto to a future term of this court; and that L.T. Hyatt, who is hereby appointed a special Commissioner for the purpose do execute and deliver to the said W. A. Crockett a good and sufficient deed, conveying to him, with special warranty, the said tract of land, and report the same to a future day of this term of the court, to which time this cause is continued.



Eliza A. Taylor  
vs { Lu Chy.

Hattie A. Fulkerson  
Adverses et al.

Decease for deed to  
W. D. Crockett.

Entered C. C. B.  
No 7 page 550.

Enter this decree  
Dec 13 1904

J. A. W. D. W. D.



Eliza A. Taylor, . . . . . Plaintiff.

vs. (In Chancery.) Decree for sale.

Hattie A. Fulkerson, Admrx. &c., et al., . . . . . Defendants.

This cause came on this the 24th day of February, 1904, to be heard upon the papers formerly read therein, and the mandate of the Supreme Court of Appeals of Virginia, issued on the 14th day of January, 1904, and recorded in the clerk's office of this court in chancery order book No. 7, page 421, and was argued by counsel.

Upon consideration of all which, and in conformity to the opinion of the said Supreme Court of Appeals of Virginia, handed down on the said 14th day of January, 1904, it is adjudged, ordered and decreed, as follows:

First,--That all the judgments in controversy in this suit are liens in the order of priority set out in the decree entered in this cause on the 8th day of June, 1901, upon the tracts of land conveyed by the said L. D. Fulkerson and wife and J. C. Vanoy and wife to Moses L. and James Ely, by deed dated the 24th day of June, 1892, and the said tracts are to be first subjected as hereinafter provided, but it is further adjudged, ordered and decreed that the first lien upon these tracts or parcels of land is the sum of seven hundred and fifty dollars (\$750.00), with interest thereon from the 17th day of March, 1891, which sum is to be paid to the defendants, Jennie Fulkerson and W. A. Crockett, guardian for Catherine Ann Ely, an infant, the present owners of the said lands, known in this cause as the "Ely lands".

Second,--All of the said judgments are liens upon the railroad strip, including the improvements thereon, conveyed by the said John C. Vanoy and wife to the Louisville and Nashville Railroad Company by deed dated the 24th day of September, 1889, which strip is liable second in order, and is to be excepted out of the tracts of land first above mentioned, known as the "Ely lands", it being originally a part thereof, and the said residue of the said "Ely lands" are to be first sold before the said railroad strip.

Third, --All of said judgments are liens upon the one half in-



terest in the eight acres of land, more or less, conveyed by L. D. Fulkerson and wife to C. E. Fulkerson by deed dated the 20th day of June, 1892, and said half interest is liable third in order.

Fourth,--The said Baylor judgment is a lien upon the eighty (80) acre tract of land conveyed by the said L. D. Fulkerson and wife to James M. Wheeler by deed dated the 5th day of February, 1890, which tract is to be sold fourth in order.

Fifth,--The said Baylor judgment is a lien upon the two tracts of land, containing one hundred and thirteen (113) acres and fifty-one (51) acres, respectively, which were conveyed by the said L. D. Fulkerson and wife to the said James M. Wheeler by deed dated the 4th day of October, 1887, but out of said tracts there is to be excepted a strip of land conveyed by the said J.M.Wheeler to the said Louisville and Nashville Railroad Company, for right of way; and the said one hundred and thirteen (113) and fifty-one (51) acres tracts, exclusive of the said right of way through the same, and liable to said judgment fifth in order.

Sixth,--The said Baylor judgment is a lien upon the said last mentioned right of way strip of the said Louisville and Nashville Railroad Company through the said one hundred and thirteen (113) and fifty-one (51) acre tracts, and the same is to be last subjected thereto.

It is therefore further adjudged, ordered and decreed that unless the said several judgments which are set out at length in the said decree of June 8th 1901, be paid within thirty days from this date, then L. T. Hyatt, who is hereby appointed a special com-

missioner for the purpose, shall, at the front door of the courthouse of Lee County, *between the hours of 10 A.M. and 3 P.M.,* by public auction, to the highest bidder, *or so much thereof as may be necessary to satisfy the liens against the same, respectively,* expose the said lands to sale or renting, in the following manner:

First,--He will offer for sale the said "Ely lands," exclusive of the said railroad strip through the same; and if the sale of the same shall prove insufficient to pay the first lien of seven hundred and fifty dollars (\$750.00), with interest thereon from the 17th day of March, 1891, as hereinbefore stated, and the costs of this suit



and all of the said judgments in controversy in this suit, with all interest and costs attending the same, then

Seco nd,--He will offer for sale the said "Vanoy Railroad strip", with the improvements thereon; and if the same shall prove insufficient to pay the residue of the said judgments left unpaid after the application thereto of the proceeds of sale of the said Ely lands or so much of the proceeds thereof as shall be applicable to the same, then,

Third,--He will offer for sale the said half interest in the said eight acres, more or less, and if the same <sup>a</sup> shall prove insufficient to pay the residue of the said Baylor judgment with its interest and the costs attending the same, and the costs of this suit, left unpaid after applying thereto the proceeds of sale of the property above decreed to be sold, or so much of said proceeds as shall be applicable to the same, then

Fourth,--He will offer for sale the said eighty (80) acre tract of land above described, and if the same shall prove insufficient to pay the residue of the said Baylor judgment, with the interest and costs attending the same, and the costs of this suit, remaining unpaid after the application thereto of the proceeds of sale of the property above decreed to be sold, or such part of said proceeds as shall be applicable to said judgment, then

Fifth,--He will rent the said one hundred and thirteen (113) and fifty-one (51) acre tracts of land, exclusive of the said right of way of the said Louisville and Nashville Railroad Company through the same, for the shortest period of time within which the same will rent for a sum sufficient to pay the residue of the said Baylor judgment remaining unpaid after the application thereto of the proceeds of sale of all the above mentioned lands, or so much of said proceeds as shall be applicable to the same; and if he shall find that the said last mentioned lands will not rent, in five years, for a sum sufficient to pay the said residue of the said Baylor judgment, the said commissioner will report that fact to court.

For all sales made under this decree the terms of sale shall be



one third cash, and the residue on one and two years time, in equal installments, purchasers to execute to the commissioner their notes bearing interest from date of sales, with security approved by the commissioner for the deferred payments, and the commissioner to retain the title to the lands as further security for said deferred payments. And in case it shall be found necessary to rent the two tracts of land hereinbefore decreed to be rented, the lessee will be required to execute a note for each years rent, with approved security, bearing interest from date of renting. And no sale or renting shall be made hereunder until the same shall have been advertised for four successive weeks in the Southwest Virginian, said advertisement to show time, terms, and place of sale. And before proceeding to act under this decree the said commissioner will execute before the clerk of this court a bond in the penal sum of five thousand dollars, conditioned as required by law.

Said commissioner will report his action to court and the cause is continued.



Eliza A. Taylor  
vs { In Chancery.  
Hattie A. Fulkerson  
Admiror et al.

Decree for sale and  
Renting.

En. in C. C. B. No. 7 page  
431

Enter this decree  
Feby 24, 1904  
H. A. W. St. Louis

This report and the sale therein  
reported is expected to and the  
confirmation of it resisted because  
①. No day is fixed by the decree ordering,  
said sale when the sale should be made  
all preceding decrees require the  
sale to be made on a court day and  
this sale was not made on a court day.  
2nd

The report does not show whether  
or not said sale was made in or  
between the hours prescribed in said  
decree -

May 24<sup>th</sup> 1904  
Louisville & Nashville  
Railroad Co. vs,  
Council

C. T. Duncan  
Attorney



Virginia:-

In the Supreme Court of Appeals, held at the Library Building  
in the City of Richmond on Thursday the 14th day of January, 1904  
Hattie A. Fulkerson, Administratrix; Louisville & Nashville  
Railroad Company; James M. Wheeler, and Mollie Kesterson, Appellants  
Against.

Eliza A. Taylor; Maggie J. Cranes; Bank of Shawnee; and  
J.A.G. Hyatt, Administrator of C.E. Baylor, deceased. Appellees

Upon an appeal from and supersedeas to a decree pronounced by  
the Circuit Court of Lee County on the 9th day of March, 1903.  
This cause, which is pending in this Court at its place of session  
at Wytheville, having been fully heard but not determined at said  
place of session; this day came here the parties, by counsel, and  
the court having maturely considered the transcript of the record of  
the decree aforesaid and arguments of counsel, is of opinion, for  
reasons stated in writing and filed with the record, that there is  
error in the decree of the said Circuit Court. It is therefore  
decreed and ordered that the same be reversed, in so far as it is  
in conflict with the views expressed in said written opinion of this  
court and affirmed in other respects, and the cause is remanded to  
the said Circuit Court for further proceedings to be had in accord-  
ance with law and not in conflict with said written opinion of this  
Court.

It is further decreed and ordered that the appellants pay to the  
appellees, as substantially prevailing, their costs by them about  
their defense herein expended.

Which is ordered to be entered in the order book here and forth-  
with certified to the Clerk of this Court at Wytheville, who will  
enter the same in the order book there and certify it to the said  
Circuit Court of Lee County.

Appellants' Costs at Richmond, \$1.82

A copy,

Appellees' Costs  
Attorney 20.00  
Clerk 11.43

TESTE: H. Stewart Jones,  
C.C.

TESTE: J. M. Kelly, C.C.

A copy, Teste:

J. M. Kelly, C.C.



Eu. C.B. No. 7 p. 421



Lee Circuit Court.

Eliza A. Taylor,

Plaintiff.

v.

Decree.

Hattie A. Fulkerson, et al.,

Defendants.

Upon the calling of this cause, on this, the 9th. day of March, 1903, it was suggested that since the last decree entered herein, Jennie H. Fulkerson and Lon H. Baylor, Executors of the last will and testament of Charles E. Baylor, deceased, have resigned their said trusts, and that J. A. G. Hyatt has qualified, and is now acting, as administrator with the will annexed of the said estate, upon motion of the plaintiff, it is ordered that a scire facias be, and the same is, awarded against the said Hyatt, Administrator, to show cause why this suit should not be revived and further prosecuted in his name; and thereupon the said Hyatt, Administrator, appeared by counsel, and waived the issuance and service of said scire facias, and it is ordered that this suit shall hereafter be prosecuted in the name of the said Hyatt, Administrator, instead of the said Jennie H. Baylor and Lon H. Baylor, Executors, and upon motion of the plaintiff, leave is granted <sup>her</sup> to amend her bill, and make W. A. Crockett guardian of Catherine Ann Ely, an infant, a defendant herein, which amendment, by consent of parties, is made at bar, and the said Crockett, Guardian, appears by his attorney, and waives the service of process.

And thereupon this cause coming on again this day to be heard, upon the papers formerly read herein, the mandate of the Supreme Court <sup>of Appeals</sup> of Virginia, issued at the June term of said court, 1902, and heretofore recorded in the Clerk's Office of this court, and upon the deposition of B. M. Morgan, filed herein on February 10th., 1903, and the exhibits with said



deposition, was argued by counsel; upon consideration of which the court is of opinion that the indexing of the Baylor judgment in controversy herein does not comply with the law in such case made and provided, and that the same is not constructive notice of said judgment, but is of opinion that the remaining three judgments in controversy herein are properly indexed, and do constitute constructive notice thereof; but the court is further of opinion that actual notice of said Baylor judgment has been proven in this cause as to James M. Wheeler in his lifetime, and that the same is binding upon his heirs at law, who are the present owners of the 80 acre tract of land which was conveyed by L. D. Fulkerson and wife to James M. Wheeler Senior, by deed dated February 5th., 1890, which tract is noted as the fourth tract in the decree entered in this cause on June 8th., 1901, and also the present owners of the two tracts of land of 113 acres and 51 acres, respectively, conveyed by L. D. Fulkerson and wife to the said James M. Wheeler by deed dated October 4th., 1887, which two tracts of land are marked as fifth in the list of lands set out in the aforesaid decree of June 8th., 1901; and the court is further of opinion that actual notice of said judgment to the Louisville and Nashville Railroad Company has not been proven, and therefore, that said judgment is not a lien upon the railroad strip of land conveyed by James M. Wheeler to the said Railroad Company, by deed dated August 21st., 1889, and referred to as Tract Number Six in the aforesaid decree of June 8th., 1901.

It is therefore adjudged, ordered and decreed that the aforesaid decree entered herein on June 8th., 1901, be, and the same is, modified as follows:

( 1 ). All of the judgments in controversy herein, except the said Baylor judgment, are liens in the order set out in the



aforesaid decree upon the tracts of land conveyed by the said L. D. Fulkerson and wife and by J. C. Vanoy and wife to Moses L. and James M. Ely, by deed dated June 24th., 1892, and the said tract is first to be subjected as hereinafter provided; but it is further adjudged, ordered and decreed that the first lien upon said tract of land is the sum of \$750.00, with interest thereon from the 17th. day of March, 1891, which sum is to be paid to the defendants Jennie Fulkerson and W. A. Crockett, Guardian for Catherine Ann Ely, an infant, the present owners of the said Ely lands.

( 2 ). All of said judgments, except the said Baylor judgment, are liens upon the railroad strip conveyed by John C. Vanoy and wife to the Louisville and Nashville Railroad Company by deed dated September 24th., 1889, and said strip is liable second in order, and that said strip is to be excepted out of the first tract of land above mentioned, it being a part thereof, and the residue of the said above named Ely land is to be first sold before the said railroad strip.

( 3 ). All of said judgments, except the said Baylor judgment, are liens upon the one-half interest in the eight acres of land, more or less, conveyed by L. D. Fulkerson and wife to C. E. Fulkerson, by deed dated June 20th., 1892, and this land is liable third in order.

( 4 ). The said Baylor judgment is a lien on the aforesaid 80 acre tract of land, which is liable first in order for said judgment.

( 5 ). The said Baylor judgment is a lien upon the two tracts of land mentioned hereinbefore, containing respectively 113 acres and 51 acres, which tracts are liable second in order, for said judgment, but out of the said 113 acres and 51 acres is to be excepted the strip of land conveyed by the said J. M.



Wheeler and wife to the said Louisville and Nashville Railroad Company. But it is further adjudged ordered and decreed that the first lien on said tracts of 113 and 51 acres, respectively, shall be the sum of \$3250.00, with interest thereon from January 7th, 1887, until payment, which sum shall be paid to J.M.Wheeler and Mollie Kesterson, present owners of said lands, said sum being the amount paid by J.M.Wheeler, Sr., in his lifetime to L.D.Fulkerson for said tracts of land before the rendition of the said Baylor judgment, and before notice thereof to said Wheeler.

It appearing to the court that the said tracts of land, or either or all of them, will not in five years rent for enough to pay off and discharge the liens here decreed to be enforced against them, it is further adjudged, ordered and decreed that unless Hattie A.Fulkerson, Administratrix of L.D.Fulkerson, deceased, or some one for her, pay off the judgments hereinbefore set out, with interest and costs at law, and the costs of this suit, within thirty days from this date then L.T.Hyatt, who is hereby appointed a special commissioner for the purpose, shall expose to sale, by public auction, to the highest bidder, the said tracts of land, or so much thereof as may be necessary to satisfy the sums hereinbefore decreed against the same. Said sales shall be held at the front door of the court-house of Lee County on a court day, between the hours of 10 o'clock A.M. and 4 o'clock P.M. The terms of sale shall be ten percentum of the price of each tract of land sold cash in hand, and the balance payable in one, two and three years from date of sale, purchasers to execute their notes to the commissioner, with personal security, and the commissioner to retain the title to the said lands to further secure the deferred payments. In all other respects, the said commissioner shall be governed by the aforesaid decree of June 8th, 1901, which decree is hereby adjudged to be and remain in effect, except as modified by this decree; and it is further adjudged, ordered and decreed that no part of the costs of this suit shall be imposed upon the said Ely lands, unless, at the sale hereinbefore directed, they shall bring a surplus



over and above the sums adjudged as a first lien thereon, in favor of the said Ely heirs; and the said Ely heirs shall recover from plaintiff and cross-complainants their costs expended in this cause.

And this cause is continued.

*Memorandum.*— The defendants, J. M. Wheeler, Jr., Mollie Kesterson and the Louisville and Nashville Railroad Company, having suggested to the Court that they are aggrieved by the entering of the foregoing decree, and that they desire to appeal therefrom to the Supreme Court of Appeals of Virginia, and praying the suspension of said decree for that purpose, it is, therefore, ordered that the foregoing decree be suspended for thirty days from and after this date, upon condition that the said parties or some one for them shall execute a suspending bond before the clerk of this Court, conditioned as the law directs in the sum of one hundred dollars.



810377

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Elija A. Taylor  
r { In Chy.

Kattie A. Fulkerson  
Admors.  
etal.

---

Ent. C. O. B. P. 261

(4)

Enter this decree

Mech 9, 1903.

H. A. W. Skunk



Eliza A. Taylor, Plaintiff,  
 v. D E C R E E, ( In Chancery, )  
 Hattie A. Fulkerson, et al, Defendants.

Upon the calling of this cause this the 8th day of June, 1901, it was suggested that since the last calling of this cause Charles E. Baylor, one of the Defendants and Cross-Complainants herein, has departed this life, having first made and published his last Will and Testament, naming and appointing Jennie H. Baylor and Lon H. Baylor executors of said last Will and Testament; *who have qualified and are now acting as such* and upon motion of the Plaintiff it is ordered that a scire facias be, and the same is hereby, awarded against the said executors, to show cause why ~~this cause~~ should not be revived and further prosecuted in their name; and thereupon the said executors appeared by L. T. Hyatt, their counsel, and waived the issuance and service of said scire facias, and it is ordered that hereafter ~~this cause~~ be proceeded with in the name of said executors in the room and stead of said Baylor. And upon motion *of* Jennie Fulkerson, Cordia Bales and William Ely, by counsel, leave is granted them to file an amended answer to the bill, and which the Plaintiff by counsel objected to on the ground that the same was tendered too late, but same is allowed to be filed, *the answer of Hattie A. Fulkerson same being* and the Plaintiff replies generally to said answer; *and* and thereupon this cause, coming on to be heard upon the papers formerly read herein, and the said last named answers, *and motion* the demurrers and answers formerly filed herein, and the answer of the infant and lunatic



Defendants, by their guardian ad litem; and it appearing that all parties hereto have been properly served with process, the resident defendants having been served with personal process, and the non-resident defendants by order of publication duly published and posted, and the following named defendants, to-wit, ~~Hattie A. Fulkerson, in her own right, and as administratrix of the estate of L. D. Fulkerson,~~ *Mary Morgan,* deceased, C. E. Fulkerson, Granville Smith and Elizabeth Smith, his wife, William A. Crockett, *S.* M. & R. B. Beaty, Administrators of John M. Beaty, deceased, Citizens Bank and Trust Company, a corporation, Bank of Cumberland Gap, a corporation,, H. C. *J.* Richmond, R. J. Fulkerson, W. W. Bales, John C. Vanoy and Sarah Vanoy, his wife, and H. H. Pridemore, D. C. Sewell and H. C. Joslyn, Administrators of A. L. Pridemore, deceased, defendants herein, have failed to appear to plead answer or demur, the bill is taken for confessed as to them, *and the depositions of witnesses,* was argued by counsel.

Upon consideration of which it is adjudged, *ordered* and decreed,

*That the said motion* FIRST. *Hattie A. Fulkerson, administratrix,*  
*be and the same is overruled and denied, and that*  
None of the judgments sought to be enforced herein

are liens upon the ~~three~~ acre mill tract, now owned by the defendant, Mollie Kesterson, the Court being of opinion that the proof shows a parol purchase of the said tract by Joseph Thomas from L. D. Fulkerson, prior to May 1st, 1888, followed by payment of all the purchase money, and by such improvements



and possession thereof as entitled the said Joseph Thomas and those claiming under him to hold the said land free from all the claims of the creditors of said Fulkerson thereon.

SECOND.

It is further adjudged, ordered and decreed that the following judgments set up in this cause are liens upon the lands involved herein, <sup>as</sup> ~~and~~ hereinafter referred to and set forth, to-wit: .

(a) The judgment of Charles E. Baylor, now the property of his executors-- Jennie H. Baylor and Lon H. Baylor--, rendered September 3d, 1887, for \$1979.91, with interest from August 25th, 1886, and \$1.69 costs at law, subject to the following credits, to-wit, \$90.00, as of September 1st, 1887, \$1250.00, as of July 15th, 1895, \$439.23, as of January 15th, 1896, which judgment will be referred to hereinafter as the Baylor Judgment.

(b) Judgment in favor of Maggie J. Carnes, assignee of the Citizens Bank and Trust Co, obtained October 12th, 1892, for \$477.40, with interest on \$434.00 from May 22nd, 1892, and on \$43.40 from October 12th, 1892, and \$7.54 costs at law, hereinafter referred to as the Carnes Judgment.

(c) Judgment in favor of the Plaintiff, Eliza A. Taylor, for \$432.00, with interest from May 22nd, 1892, and \$8.04 costs, obtained at the March Term of the Lee Circuit Court, 1893, and hereinafter referred to as the Taylor Judgment.



(d) Judgment in favor of the Bank of Shawanee, a corporation, for \$500.00, with interest from September 4th, 1891, and \$10.68 costs at law, obtained at the November Term of the Lee Circuit Court, 1894, and hereinafter referred to as the Bank Judgment.

THIRD.

The foregoing judgments are liens on the following tracts of land as hereinafter set out, to-wit:

(1) All of said judgments are liens in the order hereinbefore set out upon the tracts of land conveyed by L. D. Fulkerson and wife and J. C. Venoy and wife to Moses L. and James M. Ely, by deed dated June 24th, 1892, filed as "Exhibit 9" with the Plaintiff's Bill, and said tract is first to be subjected as hereinafter provided.

(2) All of said judgments are liens upon the Railroad Strip conveyed by John C. Venoy and wife to The Louisville & Nashville Railroad Company, by deed dated September 24th, 1889, a copy of which is filed as "Exhibit No. 8" with the Plaintiff's Bill, and said strip is liable second in order, and this said strip is to be excepted out of the first tract of land above mentioned, it being a part thereof, and the residue of the said above named Ely land is to be first sold before this said Railroad Strip.

(3) All of said judgments are liens upon the one-half interest in eight acres of land, more or less, conveyed by L. D. Fulkerson and wife to C. E. Fulkerson, by deed dated



June 20, 1892, a copy of which is filed as "Exhibit No. 12" with the Plaintiff's Bill, and this strip is liable third in order.

(4) The Baylor judgment is a lien on the eighty acres of land, more or less, conveyed by L. D. Fulkerson and wife, to James M. Wheeler, Sr., by deed dated February 5th, 1890, a copy of which is filed as "Exhibit No. 49" with the bill, and which tract is liable fourth in order.

(5) The said Baylor judgment is a lien on the two tracts of land containing, respectively, 113 acres and 51 acres, more or less, conveyed by L. D. Fulkerson and wife to the said James M. Wheeler, by deed dated October 4th, 1887, a copy of which is filed with the Plaintiff's Bill, as "Exhibit No. 47", and this tract is liable fifth in order; but out of this tract is to be excepted a strip of land conveyed by said Wheeler and wife to The Louisville & Nashville Railroad Company, next hereinafter recited.

(6) The said Baylor judgment is a lien on the said Railroad Strip, which is a part of the last foregoing named tract of land, the said strip having been conveyed by the said James M. Wheeler to the Louisville & Nashville Railroad Company, by deed dated August 21, 1889, a copy of which is filed with the Plaintiff's Bill as "Exhibit No. 48", and this strip is liable sixth in order.

None of the other judgments named ~~have~~ liens on the last four named strips or tracts of land.



FOURTH.

It appearing to the Court that the said land will not in five years rent for enough to pay off and discharge the judgments here sought to be enforced, <sup>but that the tracts mentioned by</sup> it is further adjudged, ordered and decreed that unless Hattie A. Fulkerson, Administratrix of ~~Waxie~~ L. D. Fulkerson, deceased, or some one for her, pay off the four judgments hereinbefore set out, with interest and costs at law, and the costs of this suit, within thirty days from this date, then L. T. Hyatt, who is hereby appointed a Special Commissioner for that purpose, shall expose the said land to sale, at public outcry, to the highest bidder, <sup>four first named lots of</sup> ~~Said sale shall be held at the front door~~ <sup>and shall if necessary rent the said tracts named fifth</sup> of the Court House of Lee County, on a court day, between the hours of ten o'clock A. M. and four o'clock P. M., <sup>the terms of</sup> ~~upon the~~ <sup>sale shall be a sum sufficient to pay the costs of suit</sup> ~~terms of one-third of the purchase price of each tract of land in cash, the balance payable in one and two years from~~ <sup>and commissions of sale cash in hand</sup> ~~the date of sale, purchasers to execute their notes payable to the Commissioner, with personal security, and the Commissioner to retain the title to the said land to further secure the deferred payments, but no more of the said land shall be sold than shall be sufficient to satisfy the sums here decreed, he shall sell said tracts of land in the order hereinbefore set out for the enforcement of the judgments in the order of priority hereinbefore set forth, before the sale, he shall advertise the time, terms and place of sale by posting three or more written or printed notices of said sale, for thirty~~ <sup>meeting</sup> ~~Thereof~~ <sup>Thereof</sup>



*Thereto*  
days prior ~~to the day of sale~~, one of which notices shall be  
at the front door of the Lee County Court House, and at  
least two others in the neighborhood of the <sup>*said*</sup> lands ~~to be sold~~.  
He shall execute bond before the Clerk of this Court,  
conditioned as the law directs, before acting under this decree,  
in the penalty of Eight Thousand Dollars, and he shall  
report his actions hereunder to this Court at a future term  
thereof, and this cause is continued.

MEMORANDUM.

*Hattie A. Fulkerson, administratrix,*  
The defendants, Jennine Fulkerson, Cordia Bales and  
William Ely, and the infant defendants, James Ely, Catherine  
Anne Ely, Nora Colson, James Colson, Verdie Colson and Lela  
Colson, and the lunatic defendant, Lucy Ely, by C. T. Duncan,  
their guardian ad litem, The Louisville & Nashville Railroad  
Company, James M. Wheeler, Jr., and Mollie Kesterson, having  
suggested to the Court that they are aggrieved by the entering  
of the foregoing decree, and that they desire to appeal there-  
from to the Supreme Court of Appeals of Virginia, and praying  
suspension of said decree for that purpose, it is, therefore,  
ordered that the foregoing decree be suspended for four  
months from and after this date, upon condition that the said  
parties, or some one for them shall execute a suspending bond  
before the Clerk of this Court, conditioned as the law



directs in the sum of One Hundred Dollars, but no bond shall be required as to said infant and lunatic defendants.

¶ If after the sale of the tracts 1, 2, 3 & 4 a sum sufficient shall not have been realized to pay all of the Baylor judgment, then said commissioner shall offer for rent the 113 and 51 acre tracts, renting same by the year and renting the first years for a sum sufficient to pay the balance due and if enough cannot be realized from said renting to pay the balance in full of the Baylor judgment then said commissioner shall not rent said tract ~~land~~ at all but shall report to court for further instructions.



directs in the sum of One Hundred Dollars.

-8-

Eliza A. Taylor  
~~vs~~ the City.

Hattie A. Fulkerson  
et al.,

Decree for Sale.

Entered on C. L. B. No. 6  
P. 391.

Enter this  
June 8, 1901.



Eliza A.Taylor,

vs.

Hattie A.Fulkerson et al.

It being suggested that since the last calling of this cause, A.L.Pridemore, one of the defendants herein, has departed this life intestate, and that H.H.Pridemore, D.C.Sewell and H.C.Joslyn have qualified in the county court of Lee county, Virginia, as administrators of the estate of said Pridemore; upon motion of the plaintiff, leave is granted her to amend her bill, and made said administrators parties hereto, which is accordingly done, and said administrators, by their attorneys, enter their appearance hereto and waive the service of scire facias.

And thereupon, the court having had this cause before it, for consideration as shown by decrees entered at the November term 1899 and March term 1900, of this court, respectively, for the purpose of considering the demurrers to the bill and exceptions to answers, and being now fully advised, the court doth adjudge, order and decree as follows:

That for the reasons stated in writing and filed in the cause, the said demurrer to the said bill in so far as it applies to the "Beatty Judgment", be sustained; but in so far as the demurrer applies to the "Baylor" judgment, it is overruled.



As to the exceptions to the respective answers the court doth adjudge order and decree as follows:

First, as to the answer filed by the defendant, the Louisville and Nashville Railroad Company, that exceptions numbered first, second, third, fourth, fifth, sixth, seventh and eighth be and they are each hereby sustained, said exceptions being made by the plaintiff and also by the cross-complainants;

Second, as to the ~~xxxxxxxxxx~~ answer filed by the defendant, J.M.Wheeler, Jr., that exceptions numbered (1) and (2), respectively, be and they are each hereby sustained, said exceptions being made by the plaintiff and cross-complainants herein;

Third, as to the answer filed by the defendants, C.R.Kesterson and Mollie Kesterson, that exceptions made by plaintiff and cross-complainants, numbered (1), (2) and (3), be and they are each hereby sustained;

Fourth, as to the answer filed by the defendants, Jennie Fulkerson, Cordia Bales and William Ely, that exceptions numbered (1) and (2), respectively, taken by the complainants and cross-complainants, be and they are each hereby sustained; and

Fifth, as to the answer filed by the defendant, C.N.Morgan, that exceptions made by the plaintiff and cross-complainants herein, numbered (1) and (2), respectively, be and they are each hereby sustained.

And thereupon the plaintiff and cross-complainants replied generally to so much of each and all of the said answers as to which the exceptions here nbefore mentioned were not taken and sustained, and this cause is continued.



-----  
Eliza A. Taylor

vs. In Chancery,

Hattie A. Fulkerson, Admr. &c. et al

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Decree, sustaining de-  
murrer in part, and sustain-  
ing exceptions to answers.

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En-on P. O. B. No 6  
fr- 403.

Enter this decree.

*H. C. W. Shum*  
June 10th, 1900



Eliza A Taylor

75-

Walter A. Hullinson Aug. 26 et als.

On the calling of this cause C. N. Morgan one of the defendants to said bill moved the court to grant him leave to file his answer to said bill, which leave was granted and said answer was thereupon filed and Thompson <sup>cross-complainant</sup> said complainant, endorsed exceptions Nos 1 & 2 to said answer and Thompson said cause came on to be heard upon the papers read in said cause at the last term, the demurrer and answer of C. N. Morgan, joined in said demurrer, and exceptions to said answer, and was argued by counsel. And the court not being fully advised, takes time to consider until the first day of the next term.



Eliza A. Layton  
vs  $\frac{3}{2}$  Decree 2.

Nattie A. Fulkerson  
et al

Entered on lchys O.B.  
No 6 Page 383.

Enter this decree  
Mch 16 1900  
Hawthorne



Eliza A. Taylor,

Plaintiff.

vs.

In Chancery.

Hattie A. Fulkerson, admrx. &c. et als.

Defendants.

Upon motion of the plaintiff, C.T. Duncan is appointed guardian ad litem for the infant defendants, James Ely, Catherine Ann Ely, Nora Colson, James Colson, Verdie Colson and Lela Colson, and for the lunatic, Lucy Ely, and leave is granted him to file his answer, which is accordingly done; and upon motion of the defendants, Chas. E. Baylor, Bank of Shawanee, a corporation, Maggie J. Carnes and J. A. G. Hyatt, leave is granted them to file their joint and separate answer herein prayed to be treated as a cross-bill against the Louisville and Nashville Railroad Company and others, which answer is accordingly filed.

And upon motion of the following named defendants leave is granted them to file their separate demurrers and answers, to wit: the Louisville and Nashville Railroad Company; J. M. Wheeler, Jr., C. R. Kesterson and Mollie Kesterson, his wife; and Jennie Fulkerson, Cordia Bales and Wm. Ely, all which are accordingly filed. ; and the plaintiff joins in said demurrers respectively and endorses on said answers exceptions ~~on said answers~~ as follows, to wit: on the answer of the said Louisville & Nashville Railroad Company exceptions numbered 1, 2, 3, 4, 5, 6, 7 & 8; on the answer of J. M. Wheeler, Jr. exceptions numbered 1, ~~1~~ & ~~2~~ respectively; on the answer of Mollie Kesterson and C. R. Kesterson exceptions numbered 1, ~~2~~ & ~~3~~, respectively; and on the answer of Jennie Fulkerson, Cordia Bales and Wm. Ely exceptions numbered 1, ~~1~~ 2, ~~2~~, respectively. And the court not being sufficiently advised as to said demurrers and said exceptions to answers, takes time to consider, and by agreement of parties by counsel this is made a vacation cause, and argument shall be heard on said demurrer and exceptions in vacation, and any decree



made in vacation shall have the same force and effect as if made in  
term time.



Eliza A. Taylor.

vs } Deeree  
      } No. 1.

Hattie A. Fulkerson  
et als.

Entered on Chy  
U. B. No 6 P.  
343.

Enter

Hawthorn

H



Virginia, Lee County, to-wit:

I, H.C.T. Ewing, County Clerk for Lee County, in the State of Virginia, do certify that Geo. P. Cridlin, this day personally appeared before me and made oath as follows:

That he heard C. T. Duncan, Attorney for the L. & N. Railroad Company discussing the purchase of the Vanoy Railroad Strip with C. R. Kesterson and J. M. Wheeler, that in that conversation Mr. Kesterson stated that he wanted to get the matter settled but did not want to see or have the railroad Company stopped from running its trains over said strip of land if the sale was confirmed to him, that he Cridlin, did not hear all the conversation between the parties but heard considerable discussion of it and was informed by the said Duncan that he had completed arrangements with Mr. Kesterson by which the trains were to run over said strip of land until a settlement of the matter could be had or until said strip of land was condemned, and said Cridlin further stated that he wrote the letter of May the 2nd, 1904, exhibited with the affidavit of said Duncan, at the dictation of the said Duncan.

Given under my hand this the 24th day of May, 1904.

H. C. T. Ewing Clerk.



Eliza A. Taylor

£ affidavit  
vs £  
G. P. Collins  
£

Hattie A. Fulkerson

---

Filed May 24 1884  
H. C. T. Ewing  
Clerk



Eliza R. Taylor

Nathaniel A. Fulkerson.

Virginia Lee County, Tenn.

I H. C. T. Ewing, Clerk of the Circuit Court of Lee County, do hereby certify that R. D. Laine & L. J. Hyatt this day made oath before me in my court aforesaid that on May 23<sup>rd</sup> 1894 Judge C. F. Duncan, stated to them he had a verbal agreement with C. R. Kesterson to run over the strip of rail-road purchased by him in the above styled Cause in the event the sale was confirmed to him, Kesterson, and that afterwards on the same day, they asked the said Kesterson about this matter in the presence of J. A. G. Hyatt, and they think also in the presence of C. F. Eager, seeing negotiations between said Kesterson & said Eager about the transfer of his, Kesterson's bid to said Eager, and that said Kesterson stated then and there that Judge Duncan was mistaken & that he had never made any such agreement; that the only thing that had passed was between him & Judge Duncan in the subject was in substance that he, Kesterson made a proposition to Judge Duncan that if the sale was confirmed to him, Kesterson,



that the L. & N. R. R. Co. should  
 pay him something less than the  
 \$252 50<sup>00</sup> bid by him, (affiants  
 think either \$500<sup>00</sup> or \$750<sup>00</sup> less)  
 and that Kesterson should convey  
 said land to said Company, and that  
 said Duncan stated he would write  
 to his Company and let him know  
 about it; ~~and~~ that this was on the  
 day of sale (April 30-1904) and  
 that Kesterson had come to the Lee  
 Court on May 16<sup>th</sup> 1904 (or at some  
 day after said sale and before May  
 16<sup>th</sup> 1904, affiants do not now recall  
 which date) and asked said Duncan  
 about the matter & he told him,  
 Kesterson, that he had written to his  
 Company but had gotten no reply;  
 that said Duncan did not at that  
 time or at any other indicate to  
 him that he accepted his proposition;  
 and that all negotiations between them  
 were off, and that there was no  
 agreement or arrangement either verbal  
 or written between him & said Duncan  
 or said Company, of any kind  
 relative to the land or purchase  
 of said strip; that this was the  
 understanding & the information  
 upon which said Eager, had acted  
 & that they represented said Eager  
 in said matter & that he had no  
 other information than as above set out;  
 that said Kesterson <sup>and</sup> left yesterday afternoon from  
 home.

J. H. Ewing Clerk.



Eliza A. Taylor

vs { Affidavit  
of R. J. Davis  
& L. J. Hyatt

Hattie A. Fullerton

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Filed May 24<sup>th</sup> 1894

J. C. T. Ewing  
Clerk



To Eliza A. Taylor, Maggie J. Carnes, C. H. Baylor, Bank of Shawanee,  
complainants and cross-complainants in the chancery cause of Eliza A.  
Taylor against Mattie A. Fulkerson and others.

You will please take notice that on the 18<sup>th</sup> day of October  
1900, at <sup>Post Office,</sup> Everest in Brown County Kansas, we will proceed to take the  
deposition of Charles Thomas, to be read as evidence in our behalf in  
the chancery cause of Eliza A. Taylor against Mattie A. Fulkerson and  
others. If from any cause said deposition is not completed on that  
day, the taking thereof will be continued from day to day from time  
to time and from place to place until the same is completed. You can  
attend and cross examine if you desire.

B. H. Swell  
C. J. Duncan  
Attorneys for said Defendants

C. J. Duncan Guardian  
ad litem for James, Nora  
Lella & Verdie Colson

Mollie Kesterson,  
C. P. Kesterson,  
C. N. Morgan,  
J. M. Wheeler jr.  
James Colson  
Nora Colson,  
Verdie Colson,  
Lela Colson.  
By counsel.



Mellie Leland et al  
vs  $\frac{1}{2}$  Notice

Eliza Taylor et al

We accept service of  
this notice for plain-  
tiff versus plaintiffs  
Oct. 5<sup>th</sup> 1900.

L. P. Hyatt, Atty



The deposition of Charles Thomas taken at The Post office  
in the town of Everest, Brown County, Kansas on the 18th day of October  
1900, before the undersigned, H. M. Means a notary  
public in and for said county and State aforesaid, pursuant to notice  
hereto attached, which deposition is intended to be read as evidence  
in behalf of Mollie Kesterson, C.E. Kesterson, C.N. Morgan, J.M. Wheeler  
Jr., James Colson, Nora Colson, Verda Colson and Lela Colson, who are  
defendants in the chancery cause of Eliza A. Taylor vs. Fattie A. Fulkerson  
and others, and in which Maggie J. Carnes, C.E. Baylor and the Bank  
of Shawnee are cross-complainants. *The plaintiffs appearing  
by Means & Smith Attorneys.*  
Charles Thomas a witness introduced by said defendants being duly  
sworn deposes and says;

Q.1.-- Please state your age, residence and occupation.

A.-- Age thirty-two, Residence Everest, Kansas  
Occupation farmer.

Q.2.-- Please state your relationship to Joseph Thomas, now deceased.

A.-- He was my father.

Q.3.-- After the death of your father, Joseph Thomas, did you take  
possession of your father's papers, if so, how long did you keep them

in your possession and what did you do with them? *[immaterial]*

*Objected to by plaintiff as being incompetent, irrelevant and*  
A.-- I took possession of my father's  
papers and kept them about twenty days  
and gave them to John Morgan, Administrator

Q.4.-- While said papers were in your possession, state whether or not  
you examined the and became familiar with them? *[and immaterial]*

*Objected to by plaintiff as being incompetent, irrelevant*  
A.-- I did.

Q.5.-- State whether or not there was among said papers, or if you  
ever saw or heard of a title bond from L.D. Fulkerson to your father  
for the "3 acre Mill lot"?

*Objected to by plaintiff as leading and not the best*  
A.-- evidence.  
There was none among the papers.  
I never saw nor heard of one.



Q.6.-- Please state if you ever had any conversation with L.D. Fulkerson, after the death of your father, about the sale by Fulkerson to your father of said "3 acre Mill lot", and what the said Fulkerson said if anything about said sale, whether he said it was in writing or not in writing, and what he said about making a deed to it?

*Objected to by plaintiff as incompetent, irrelevant, and immaterial, and not the best evidence.*  
A.--

*I talked with Fulkerson several times. He said there was no title <sup>bond</sup> or deed but would make one any time we wanted it. He said there was no writing of any kind.*

Q.7.-- State anything else you may know about said trade, when your father purchased, how long he was in possession of said property before he died, what improvements he put on it &c.

*[and immaterial]*  
*Objected to by plaintiff as incompetent irrelevant*  
A.--

*I think it was in 1883 that he purchased said property; he was in possession about two years before he died. He built a mill house, a dwelling house and put a sawmill on it.*



Cross Examination  
By Thirft Smith,

Question

Q. Did you ever reside  
in Lee County, Virginia?

A. Yes.

Q. How long since you  
left there?

A. Three years last February.

Q. Do you know when  
this suit was commenced?  
If so, state when.

A. I do not know.

Q. When did you first  
hear of this action?

A. October 6, 1904.

Q. How did you receive  
your information?

A. By a letter.

Q. From whom?

A. Judge Duncan.

Q. Is that letter now in  
your possession and un-  
der your control?

A. It is not.



Q, What became of it?

A, The children tore it up.

Q, Did <sup>the envelope in which the letter was mailed</sup> that letter contain the questions which the Notary Public taking these depositions has asked you?

A, It did.

Q, Did the letter from Judge Runcan explain to you how the questions should be answered?

A, It did not.

Q, What was the substance of the letter that you received?

A, I don't remember what was in the letter except that he would send a check for the expenses when the deposition was received.

Q, In what year did your father die?

A, 1885, August 28.

Q, When did you take possession of your father's papers?

A, At his death as soon as he died.



Q. How long were they in your possession?

A. Twenty days,

Q. How many papers were there?

A. There were five or six notes, I do not know how many other papers there were.

Q. What did you do with the papers at the end of the twenty days?

A. I gave them to John Morgan the Administrator of my father's estate,

Q. If you became familiar with the papers in ~~in~~ your possession that you turned over to John Morgan, will you please state the number of papers you turned over and what they were?

A. There were five or six notes and other worthless papers,

Q. By whom were the notes signed?

A. Two of them by John Morgan, one by Marion Moore, one by



Richmond and Boles, Others I  
do not remember,

Q. Will you please give a  
list of the other papers stating  
what they were if you can do so.  
A. I do not know what they  
were,

Q. Is the reason that you have  
forgotten, because you did  
not examine them close enough  
to recollect what they were?

A. No, it was because the  
papers were worthless, and  
I did not try to recollect them,

Q. Where did L. R. Fulkerson  
reside?

A. At Ewing, Lee County, Virginia

Q. How many times did you  
talk with <sup>Fulkerson</sup> ~~him~~ about the  
"three-acre mill lot"?

A. Three different times that I  
remember,

Q. Where were you the first  
time?

A. On top of Poor Valley Ridge



5

between the Rowland settlement and Robinson's crossing.

Q, Please state what was said and who commenced the conversation.

A, I do not recollect who commenced the conversation. He said he had not made any title bond or deed to the mill lot; that he had told my father several different times that he would make a deed at any time he wanted it. He also told me he would make a deed at any time we wanted it.

Q, Please state the month and year that you had the conversation you have referred to.

A, It was in February either in 1888 or 1889.

Q, When did you have the next conversation and where?

A, About two weeks after the first, at Robinson's Crossing.



2, Please state what was said at that time and who commenced the conversation,

A, I do not recollect who commenced the conversation, It was just about the same as the first time,

2, Did you ever have any other conversations <sup>with Gulkerson?</sup> if so when and where?

A, Yes, At Ewing Depot, just before Gulkerson died.

2, How long was it after the conversation you had with Gulkerson at Robinson Crossing?

A, I do not recollect,

2, Was it a year after?

A, It might have been a year or two years, or a month,

2, Your recollection in regard to the matter is not very distinct,

A, Not as to the time,



2, Please give the conversation with Fulkerson at Ewing Depot.

A, I said, "You say you have never made a deed or title bond to that Mill property?" He said, "I have not but will in time," That at any time he felt well enough to come down, he would make a deed.

2, Was there anything else said?

A, Nothing that I recollect,

2, Did you ever meet him again and have any conversation with him?

A, No, I never saw him again,  
Signed. Charles Thomas

State of Kansas )  
County of Brown ) To-Wit:

I, H. M. Means, a notary public in and for said county in the state aforesaid, do certify that the deposition of Charles Thomas was taken sworn to and subscribed before me at the time and place and for the purpose mentioned in the caption.

Given under my hand and notarial seal, this the 18th day of October, 1900.

H. M. Means N.P.

Commission expires Nov. 1, 1903.





Hattie A. Fulkerson  
vs } Depositions

Eliza A. Taylor et al

Received by mail in  
good condition & filed Oct  
the 22<sup>nd</sup> 1900.

AVB Munsey Clerk





The depositions of Hiram Mink and others taken before me H. L. Woodward, Commissioner in Chancery for the Circuit Court of Lee Co, Va. by agreement of the parties by their counsel at the law office of C.T. Duncan in Jonesville, Lee oCunty Virginia, on the 5th day of October, 1900, to be read as evidence in behalf of C.P.Kesterson and Mollie Kesterson his wife, C.N.Morgan, the children and heirs at law of Margaret Colson deceased, and such others as said depositions are applicable to, who are defendants in a chancery cause now pending in the circuit court of Lee County, in which Elia A. Taylor is Plaintiff and Mattie A. Fulkerson Administrator and others are defendants, and in which there are several cross-complainants and said depositions are to be read as evidence in behalf of said defendants in said crossproceedings.

Present C.T. Duncan and B.I. Sewell attorneys for said defendants, and L.T. Hyatt and J.W. Orr for said plaintiff and cross-complainant, and C.T. Duncan guardian adlitem for infant defendants.

C.N. Morgan a witness of lawful age, being duly sworn deposes ~~as~~ follows:

Q.1.-- State your age residence and occupation.

A.-- I am 43 years old, reside near Caylor, Lee County, and am a farmer.

Q.2.-- Are you acquainted with the tract or parcel of land described in the pleadings in this cause as the 3 acre Mill tract, if so how long have you known it?

A.-- I am acquainted with said tract. I have known it quite a long time, but have been intimately acquainted with since the year 1834.

Q.3.-- Were you acquainted with Joseph Thomas, sometimes called in the pleadings in this cause Joseph R. Thomas?

A.-- I was acquainted with him

Q.4.-- Please state who was in possession of said mill lot or tract of land in the year 1834?

A.-- The ~~ff~~ heirs of Joseph Thomas were in possession of said land in November, 1834 when I moved to the place on which I now reside, which is about a mile and half from said mill. Their father the said Joseph Thomas having died about August, 1834



Q.5.-- Please state whether or not the heirs of Joseph Thomas while they were in possession of said lot of land and mill property, were claiming it as their own?

A.-- They were.

Q.6.-- State if you know how long Mr. Thomas was in the possession before his death, if he was in possession of it at all?

A.-- I do not know of my own knowledge how long he was in possession of said land before his death. I had a talk with Mr. Thomas about this property in the year 1884, and I learned from him at that time that he had either purchased it or was about to purchase it.

Obj.-- The foregoing answer is objected to because hearsay, immaterial and irrelevant.

J.W.Orr and L.T. Hyatt,

Q.7.-- I see by the pleadings in this cause that a part of the heirs of Joseph Thomas conveyed said mill lot or parcel of land to you by deed dated the 20th day of March 1885, did you purchase said lot of land at that time and state whether or not you took immediate possession of it?

A.-- I purchased the land at the date of said deed, and took immediate possession of it.

Q.8.-- What did you do with said lot or parcel of land?

A.-- I sold it to J.M. Wheeler, Sr. and delivered the possession of it to him, and he paid me the entire purchase price.

Q.9.-- Was your sale to Mr. Wheeler an oral sale or one in writing?

Obj.-- Objected to because immaterial and irrelevant and because the witness is incompetent to testify in regard to this matter, J.M. Wheeler being dead.

J.W.Orr and L.T. Hyatt.

A.-- It was an oral sale.

Q.10.-- State as nearly as you can when you made this sale to Mr. Wheeler and the price he agreed to pay you for the same?

A.-- I sold it to him in the fall of 1887 or the Spring of 1888. I did not own the property quite three years. The purchase price which he paid me for said land was \$1400.00.



Q.11.-- While you owned said property what improvements if any did you put upon said property, and what was the cost thereof?

Obj.-- Objected to because the question of improvements is not in issue in this case, having been settled by decree of Court at the November term of the Circuit Court, 1900.

J.W.Orr and L.T. Hyatt.

A.-- I built a stone dam at a cost of about \$1000.00, said dam is about ten feet high and something over 100 feet long as I now remember. It is 8 or 9 feet thick at the bottom and five or six at the top, and is laid in cement that is the upper wall. It held water well and does yet. I put in a flouring mill ~~at a cost of~~ but I do not remember accurately the cost thereof however all the improvements that I have put upon said property cost me about \$2000.00. This included the dam, the flouring mill the turbine wheel and extension and improvements of the mill house.

Q.12.-- State whether or not you conveyed said land to Mr. Wheeler in his life time?

A.-- I did not, but afterwards conveyed it along with L.D. Fulkerson and wife, at the request of Mrs. Mollie Kesterson to whom it had been assigned in the partition of J.M. Wheeler's real estate, to C.R. Kesterson.

Q.13.-- At the time you made, or placed upon said lot or parcel of land the improvements which you have above enumerated, did you in good faith believe that you had good title to said land?

A.-- I did.

Obj.-- Objected to because immaterial.

J.W.Orr and L.T. Hyatt.

Objection.-- The whole of the evidence of this witness is objected to because it does not prove nor tend to prove any fact with reference to any question at issue in this case, in regard to said 3 acre mill tract.

J.W.Orr and L.T. Hyatt.

Cross Examination.

X.Q.1.-- How much did you pay the Thomas heirs for the "3 acre Mill,"



Tract"?

A.-- About \$800.00 to the heirs of Joseph Thomas and his widow..  
And further this deponent saith not.

E. N. Morgan.

Hiram Mink, another witness of lawful age being duly sworn deposes and says:

Q.1.-- State your name, age, residence and occupation

A.-- My name is Hiram Mink, I am 42 years old, reside near Caylor, Lee County Virginia and am a farmer.

Q.2.-- Were you acquainted with Joseph Thomas, in the pleadings sometimes called Joseph R. Thomas, in his life time, and were you in any way related to him?

A.-- I was acquainted with said Thomas, and I married one of his daughters.

Q.3.-- Is Mr. Thomas living or dead, and if dead, when did he die?

A.-- Mr. Thomas is dead. He died on the 28th day of August, 1884.

Q.4.-- Are you acquainted with, what is styled in the pleadings, the "3 acre Mill lot" now owned by Mrs. Mollie Kesterson, if so how long have you known it?

A.-- I am acquainted with, have known it about 25 years.

Q.5.-- Please state whether or not Joseph Thomas ever owned said lot of land and if so from whom he purchased it?

A.-- He did own said lot. He purchased it from L.D. Fulkerson.

Q.6.-- State as nearly as you can when he made said purchase?

A.-- It was in 1881 or in 1882, I think, I know he was in possession of it the year 1885.

Q.7.-- State if you know, whether or not there was any writing, title bond or otherwise executed by L.D. Fulkerson to Mr. Thomas.

A.-- I can't say positively. If there ever was I never saw them nor never heard of them. I was about Mr. Thomas' pretty much all the time, and I think if he had had any writings from Mr. Fulkerson he would have told me.

Obj.-- The foregoing answer is objected to because irrelevant and immaterial.

J. W. Crow L. J. Hyatt  
for plffs.



Q.8.-- Do you know whether Mr. Thomas paid for said land or not?

A.-- Yes, the purchase money was all paid for. Mr. Fulkerson was indebted to him for borrowed money at the time he purchased the land, that went on it and the balance was paid afterwards.

Q.9.-- What improvements if any, were put upon said land by Mr. Thomas after he purchased it?

Obj.-- This question is objected to because the question of improvements has nothing to do with this case.

J.W. Orr and L.T. Hyatt.

A.-- He built a new mill house and put in a new saw-mill with a circular saw.

Q.10.-- What do you think would be the fair cash value of the improvements put upon said lot by Mr. Thomas?

A.-- I think that the improvements put upon said lot by Mr. Thomas about doubled its value, and that these improvements were worth from \$400.00 to \$450.00.

#### Cross Examination.

X.Q.1.-- How much borrowed money did L.D. Fulkerson owe Mr. Thomas at the time of the sale of the Mill lot by Fulkerson to Thomas?

A.-- I can't tell exactly.

X.Q.2.-- At the time Fulkerson sold said land to Thomas, what balance of purchase money was left unpaid?

A.-- I can't tell how much.

X.Q.3.-- When was said balance of purchase money paid by Thomas to Fulkerson?

A.-- It was paid at different times, I don't know exactly when. It but was a short time before he paid some of it, and was only a little while till it was all paid.

X.Q.4.-- You state in answer to question 6 of your examination in chief, that you think it was in 1881 or in 1882 when Thomas purchased said lot from Fulkerson. What makes you think it was in 1881 or 1882?

A.-- I think he must have had it about three years before he died, and I know he had it 1883.

X.Q.5.-- State if you know whether Thomas executed to Fulkerson his



note or notes, bond or bonds for the balance of purchase money?

Obj.-- This question is objected to because the notes or bonds if any were executed are the best evidence.

C.T.Duncan and B.H.Sewell.

A.-- I don't think he did. I saw him pay part of the purchase money and I saw no~~x~~ note or anything of that sort.

X.Q.6.-- In answer to question 8 in your examination in chief you say the purchase money for said land was all paid by Thomas to Fulkerson, that Fulkerson was indebted to Thomas at the time of the sale, for borrowed money which was applied on the land and that the balance was afterwards paid. Please state when, by whom and where said balance was paid and to whom was it paid?

Obj.-- Objected to because the same question has already been asked and answered.

C.T.Duncan and B.H.Sewell.

A.-- A part of it was paid right below Thomas' house, and the rest of it I don't know when it was paid or by whom,

X.Q.7.-- Do you know of your own knowledge that all of said balance of said purchase money was ever paid?

A.-- I can only say that L.D.Fulkerson said it was all paid.

X.Q.8.-- When did L.D.Fulkerson tell you this?

A.-- It was not very long after Mr.Thomas' death, it may have been a year or so.

And further this deponent saith not.

Hit: 1 doz .50  
40 mi 1.60

Hiram X. Mink  
mark

C.T.Duncan another witness of lawful age being duly sworn deposes as follows,

~~XXXXXX~~ I was one of the counsel for J.M.Morgan and his surety J.D.Morgan in the suit of Nannie Harber and others against John M.Morgan, administrator &c.. This was a suit for the settlement of the administration account of John M.Morgan administrator of Joseph Thomas, as counsel for Mr.Morgan I went over and examined time and again all the papers



in the hands of the said Morgan pertaining to the estate of Joseph Thomas. These papers were kept by said Morgan in his safe. There was no title bond from L.D. Fulkerson to Mr. Thomas for said Mill lot or parcel of land among said papers, at least there was no such paper among those which I examined, and I examined all the papers which was in his safe and he claimed these were all the papers that he had ever gotten except some notes due to Mr. Thomas which had been lifted by the parties, and turned over to them.

Cross Examination.

X.Q.1.-- When was this examination of Morgan's papers made?

A.-- I cannot tell from personal recollection, but it was some time during the year 1894, as I see by looking at the papers. The bill was filed at the first January rules 1894 and a decree final rendered at the November term 1894.

X.Q.2.-- State if you know when John M. Morgan qualified as administrator of the estate of said Thomas and took charge of it?

A.-- I see from the copy of his appointment attested by the clerk of the county court and filed among the papers ~~of~~ of the cause to which I have referred, that he qualified as such administrator on the 16th day of September, 1894, and his bond as such administrator is dated on that day.

X.Q.3.-- State if you know whether said Morgan owned the safe in which you found the papers you did find at the date of his qualification as admr. of said Thomas.

A.-- I do not know. The only thing I can say in answer to that is that he owned it for several years prior to 1894.

X.Q.4.-- Please state the character of John M. Morgan as to his being a painstaking and careful man &c.

Obj.-- Objected to because inadmissible in the way in which it is propounded.

B.H. Sewell.

A.-- I regarded Mr. Morgan as a careless man in all of his business affairs. I think in reference to the handling of papers, judging by the condition in which I found the papers pertaining to this estate that



he was a careless man in handling papers.

X.Q.5.-- When did John M.Morgan leave this county?

A.-- My best impression is that he left here about September, 1894, and so far as I know he has remained away ever since.

And further this deponent saith not.

C. T. Duncan

Virginia, Lee County, to-wit:

The foregoing depositions of C.N.Morgan, Hiram Mink and C.T.Duncan were taken sworn to and subscribed before me for the purposes and at the time and place in the caption mentioned.

Given under my ~~and~~ hand this the 5th day of October, 1900.

H. L. Woodward.  
Commissioner in Chancery.



Nathl A. Fulkerson & al.

Ads. { Depositions

Eliza A. Taylor -

Depositions of

C. N. Morgan.

Hiram Mink \$2.10

C. T. Duncan

Received from H. L. Woodward  
the Com. in Chy before whom  
taken and filed Oct 5 1900  
A. B. Munsey Clerk

Cour. fee. 5 hr. \$3.75



The deposition of C.N.Morgan taken at the office of C.T.Duncan, in the town of Jonesville, Virginia, on the 2nd day of March, 1901, to be read as evidence on behalf of the defendant in the Chancery cause pending in the Circuit Court of Lee County, Virginia, in which Eliza A.Taylor is plaintiff and Hattie A.Fulkerson administratrix &c. and others are defendants.

C.N.Morgan a witness of lawful age being duly sworn deposes and says

Q.1.-- Please state your age, residence and occupation.

A.-- I am 43 years old, live near Caylor, Va. and am a farmer.

Q.2.-- State your relation to this case?

A.-- I am one of the defendants and am the same C.N.Morgan to whom the heirs of Joseph Thomas, deceased, sold a parcel of land described in the bill and proceedings in said cause as the "3 acre Mill lot".

Q.3.-- Are you acquainted with Ewel Harber who has testified as a witness in this cause, if you state that you are state if you know his relationship to the said Joseph Thomas?

A.-- I am acquainted with Mr. Harber, have known him a long time. He married a daughter of the late Joseph Thomas.

Q.4.-- Since the institution of this suit have you had any correspondence with the said Harber in reference to said Mill lot and to the fact of whether or not Mr. Thomas had a title bond from L.D.Fulkerson for said lot?

A.-- I have. I wrote to Mr. Harber to know what he knew about the purchase and asked him particularly in reference to his knowledge of whether or not Mr. Thomas had a title bond from Mr. Fulkerson for said lot or parcel of land. He answered me and stated that if Mr. Thomas had a title bond from Mr. Fulkerson, that he knew nothing of it, that he had never seen such a bond and he referred me to his brother-in-law Charles Thomas and stated that after Joseph Thomas' death Charles Thomas took possession of his papers and kept them awhile, and that he could tell me more about it than he, Harber, knew.

Q.5.-- What did you do with that letter?

A.-- I gave the letter to C.R.Kesterson and asked him to send it to C.T.Duncan, and I have just now been informed by Mr. Duncan that Mr.



Kesterson did send that letter together with one from Charles Thomas, to him and that he has made dilligent search for the same and cannot find either of said letters, and I have this morning seen him make considerable search for it.

And further this deponent saith not.

C. N. Morgan

Virginia, Lee County, to-wit:

I, Geo. P. Cridlin, a notary public in and for the County aforesaid in the State of Virginia, do certify that the foregoing deposition of C. N. Morgan, was taken sworn to and subscribed before me at the time, place and for the purposes in the caption mentioned.

Given under my hand this the 2nd, day of March, 1901.

Geo. P. Cridlin  
Notary public.

The foregoing deposition of C. N. Morgan is excepted to because no foundation is laid in the deposition of E. H. Harber for this examination.

Arr & Irvine  
L. F. Wyatt  
for plff & cross-  
Complainants.



Hattie A. Fulkerson et al.

ads. } ex Chy.

Eliza A. Taylor.

Deposition of

E. W. Morgan.

Notary Geo. P. Cridlin  
fee for taking this  
deposition, 1 hour. \$-75



The deposition of C.R.Kesterson, taken before me, Geo.P.Cridlin, a notary public for Lee County, Virginia, pursuant to agreement, at the office of C.T.Duncan in Jonesville, Virginia, on the 31st day of May, 1901, to be read as evidence on behalf of the defendants in the chancery cause now depending in the Circuit Court of Lee County, in which Eliza A.Taylor is plaintiff and Hattie A.Pulkerson Administratrix et al are defendants.

Present L.T.Hyatt of counsel for the plaintiff and cross complainants, and

C.T.Duncan Attorney for defendants and Guardian ad litem of the infants and insane defendants.

C.R.Kesterson a witness of lawful age being duly sworn deposes as follows:

Q.1.-- Are you acquainted with one G.B.Burchett?

A.-- I am.

Q.2.-- Please state whether or not Mr.Burchett was indebted to J.M. Wheeler<sup>e</sup> at the time of his death, and if so what the indebtedness was for if you know and the amount thereof?

A.-- Yes, he was indebted to him in the sum of about \$600.00, for which Mr.Wheeler had his note. I understood the note was for cattle sold to him by Mr.Wheeler.

Q.3.-- Were there any credits on the note, if state what they were and the balance due on it as well as you can remember?

A.-- I do not remember any credits on it.

Q.4.-- In his deposition in this case Mr.Burchett says that after he came back from Kentucky and reported that he was robbed, he had no money to pay Mr.Wheeler but paid him along as he could. He then says "I first let him have a bay horse, and I let him have some whiskey and some brandy, and I let him have a lot of lumber, I disremember the amount of the lumber, it was lumber that he built a house with down there, and also let him have some lumber that he let Lewis have". Were any such payments as that made?

A.-- I think Mr.Wheeler got a horse from Mr.Burchett, but my recollection is that he got it before the note was given, and at the time



the said cattle were sold. I know nothing of the other credits mentioned by him.

Q.5.-- Mr. Burchett further says: "After Mr. Wheeler's death I still owed a balance on the cattle~~x~~ debt, I made a contract with his Administrator, C.E. Kesterson, to pay him the balance in cedar poles delivered at Powell's river switch. I carried out my part of the contract. I don't know whether I took enough to pay the whole balance or not". Please state whether or not you got any cedar poles from Mr. Burchett and whether or not there was any such a contract as is stated above.

Obj.-- The foregoing deposition is objected to because immaterial and irrelevant.

L.T. Hyatt, atty.

A.-- I went to Mr. Burchett and told him that I would take cedar posts on said note if he would let me have them, he to deliver them at Powell's river switch, and me to pay him so much a post for what they sawed out at the mill. The matter went on for some time, and I went to him again and told him that if he was going to let me have the post that I wanted them. He said that he could make more out of the timber by selling it for telegraph poles, and that he would rather sell them for telegraph poles and pay me the money. If he ever delivered there any post, I knew nothing about it, -I know I never got any.

Q.6.-- Did you have any knowledge that C.E. Paylor had a personal judgment against L.D. Fulkerson at the time of or at any time before the 3 1/2 acre mill lot of land was conveyed to you?

A.-- I did not.

Q.7.-- Do you know the state of feeling which existed between Mr. Wheeler and G.B. Burchett, after 1836 when Burchett purchased the cattle from Mr. Wheeler, took them to Kentucky and returned and stated that he was robbed, if so please state what that state of feeling was?

Obj.-- The foregoing question is objected to because immaterial.

L.T. Hyatt, Atty.

A.-- Mr. Wheeler's feelings towards him were unfriendly and he would have nothing to do with him.

Q.8.-- Please state whether or not Mr. Wheeler was a reticent man in regard to his business, and whether or not he was in the habit of telling his business or talking it over to or before persons not interested



in it?

Obj.-- Objected to because immaterial.

L.T.Hyatt, Atty.

A.-- He was a secret man in regard to his business and did not talk it over to or before persons not interested in it.

Q.9.-- Did you see a letter which E.H.Harber wrote to C.N.Morgan about the 3 <sup>1</sup>/<sub>2</sub> acre mill lot or tract of land, if so please state whether or not you read said letter and what you did with it, if anything.

A.-- I do not remember anything in particular in regard to said letter I have no recollection of reading it, and if it was in my possession I sent it to C.T.Duncan.

CROSS EXAMINATION.

Not waiving foregoing objection, but relying and insisting thereon, plaintiffs counsels proceeds to cross examine.

X.Q.1.-- What is the date and the amount of the note executed by Mr. Burchett to Mr.Wheeler?

A.--It is dated January 10th,1888, and is for \$568.00.

X.Q.2.-- Do you know whether or not Mr.Burchett let Mr.Wheeler have some lumber to build a house near where Wheeler depot is?

A.-- I do not.

X.Q.3.-- Did Mr.Wheeler build a house there near the depot?

A.-- He did, and I think he got some of the lumber from his own mill, and maybe all of it.

X.Q.4.-- About the years 1887 1888 and 1889, did not Mr.Burchett run a still?

A.-- I understood he run a still, but I don't know it, and I don't know at what time

X.Q.5.-- Did Mr.Wheeler ever use any whiskey or brandy?

A.-- He did, I have seen him take a dram, but never saw him intoxicated

X.Q.-- Did a man by the name of Lewis build any house in that neighborhood.

A.-- Yes sir.

X.Q.7.--Do you know ~~when~~ whether or not Mr! Burchett furnished Lewis some lumber for Mr.Wheeler?

A.-- I do not.



X.Q.8.-- Was Mr. Wheeler and G.B.Burchett on speaking terms at any time afre 1886?

A.-- Yes, but I dont think they had any business transactions with each other.

X.Q.9.-- Mr.Burchett executed to Mr. Wheeler the note spoken of above in 1886, did he not.

A.-- He did.

X.Q.10.-- Did Mr.Wheeler have on his books any accounts against Mr. Burchett, if so give the dates as near as you can?

A.-- I think there are some accounts on said books, but I can't give the dates.

X.Q.11.-- Will you please make copies of Mr.Burchett's account from Mr.Wheeler's books and send them up to the N.P. to be filed with this deposition:

A.-- I will.

And further this deponent saith not.

C.R. Kesterson

C.T.Duncan another witness of lawful age being duly sworn deposes as follows:

Q.1.-- Were you acquainted with what is known as the Chadwell tract of land in this case, and if so state who was in the possession of it, in the year 1887?

A.-- I was acquainted with that tract of land. I knew it while Mr. Fulkerson owned it, and I have been acquainted with it ever since. J.M.Wheeler was in possession of it in the summer of 1887. At that time the Louisville and Nashville Railroad Company was surveying its proposed line of road from Cumberland Gap to Norton and Mr.Wheeler executed to me a contract for right-of-way through that tract of land and other lands owned by him in the County, as well as I now remember, in the month of July, 1887, and he was then in the possession of said land and he and I went over the line surveyed through that tract.

Obj.-- The foregoing question and answer is objected to because irrelevant and immaterial.



If the object of this testimony is to prove a parol sale by Fulkerson to Wheeler of the Chadwell 112 and 51 acre tracts, it is further objected to because it does not come within the pleadings. The defendants in thier answer undertook to set up the defence of a parol contract and said answer in that particular was excepted to, which exception was sustained.

L.T.Hyatt. Atty.

Q.3.-- You have heard of a letter spoken of by the witnesses C.N.Morgan, E.H.Harber, written by the said Harber to C.N.Morgan. I will now ask you to state whether or not you saw said letter and had it in your possession, and if so, state where said letter is now?

A.-- A letter was sent to me, as I remember by C.F.Kesterson, which was written by E.H.Harber to C.N.Morgan, and seemed to be a reply to a letter which Mr.Morgan had written to Mr.Harber. Since Mr.Harber testified I have made careful search for said letter and cannot find it.

Q.4.-- Did you read said letter?

A.-- I did, more than once.

Q.5.-- Please state its contents as well as you remember?

A.-- As above stated said letter appeared to be one in reply to a letter which Mr.Morgan had written to Harber asking for information in regard to the 3 acre tract of land purchased by Joseph Thomas from L.D.Fulkerson, and for any knowledge which Mr. Harber had in regard to said purchase. Mr. Harber stated in the letter as well as I can now remember its contents, that after the death of Mr. Thomas, that his son Charles Thomas took possession of Mr. Thomas' papers and if there was any paper relating to said purchase that he would likely remember it, and as I read the letter, he stated if there was any title bond, or paper in regard to it that he had no recollection of it. The letter was a short one and I did not regard it as of any value in the case.

Obj.-- The foregoing questions and answers are objected to because in cross examining Mr. Harber no foundation was laid for ~~these~~ this examination.

L.T.Hyatt, atty.

Cross examination.

X.Q.1.-- How long since you have seen said letter?

A.-- I do not remember exactly but it was some time after the answers



were filed that the letter was sent me as above stated. I saw it several times after it was sent me, and I think that it has been a year or about that time since I last saw it.

Q.2.-- I show you five note or bonds, all dated January the 7th 1887, executed by J.M.Wheeler to L.D.Fulkerson, which are filed as exhibits A No. 4, 10, 13<sup>14</sup> and 15, with the deposition of E.C.Brent taken Anniston Alabama Nov.1st, 1898 to read as evidence in the case of J.R.Hill against C.R.Kesterson adms &c. et al depending in the Circuit Court of Lee County Virginia, and ask you to examine and say in whose handwriting they are if you know, and also to file copies of them with your deposition?

Obj.-- This question, answer and the notes or copies thereof asked to be filed are objected to be cause irrelevant and immaterial.

B.H.Sewall, Atty.

A.-- I have examined the notes referred to in question. The body of Exhibit A No. 4 is in the hand writing of L.D.Fulkerson, the name of J.M.Wheeler is in Mr.Wheeler's hand writing, the name of the witness C.R.Kesterson is in Mr. Kesterson's hand writing. The first assignment on the back of the note is all in the hand writing of L.D.Fulkerson. The acceptance on said note is in the hand writing of H.C.T. Richmond, except the signature which is in the hand writing of J.M. Wheeler is all in the hand writing of H.C.T.Richmond. The body of Exhibit A. No. 10 is in the hand writing of L.D.Fulkerson. The signature is so nearly all torn out that I can give no satisfactory answer as to whose it is. The name of C.R.Kesterson the witness is in his own hand writing. The first assignment on the back of said note dated the 11th of April 1887 is in the hand writing of L.D.Fulkerson. The acceptance of transfer and assignment ~~written~~ is in <sup>a</sup>the hand writing unknown to me but the signature to it is in the hand writing of J.M.Wheeler. The endorsement "this note paid August 13th 1890, \$1307.20 in in the hand writing of Mr.Wheeler. Exhibit A No.13, or the body of it is in the hand writing of L.D.Fulkerson. The signature Wheeler still on the note is in the proper hand writing of J.M.Wheeler, the other part of said signature is torn out. The name of C.R.Kesterson is in the hand writing of Mr. Kesterson. The credits endorsed on the back of the note are, I think



one written by L.D.Fulkerson, and I do not know the one of August 1887. The endorsement on said note "paid in full Sept 1st, 1887, is in J.M. Wheeler's hand writing. The body of Exhibit A No.14 is in L.D.Fulkerson's hand writing. The J.M. which I suppose to be part of the signature is in the hand wrting of J.M.Wheeler, the balance of the signature with the seal is town off. The name of C.R.Kesterson on aid note is in his own proper hand writing. The credits on said note of \$50.00 witout date and \$500.00 Feb. 23rd, 1887 are both in the hand wrting of L.D.Fulkerson. I do not know the hand writing of the credit of March the 14th, 1887. The body of A 15 is in the handwriting of L.D. Fulkerson. The signature is all gone except the J. which I take to be in the handwriting of J.M.Wheeler. The name of the witness C.R.Kesterson is in his own hand writing. The two credits on the back of said note, one June 19th 1887, and the other July 21st, 1887 are both in the hand writing of L.D.Fulkerson. I will file copies of these notes if the plaintiff, or cross plaintiffs furnish them to me, otherwise not.

And further this deponent saith not.

C. T. Duncan

C.R.Kesterson being introduced by counsel for plaintiff and cross-complainants

Q.1-- I will ask you to examine the notes which Judge Duncan has just testified about and all of which you signed as a witness and state whether or not these notes were executed by Mr. Wheeler to Mr. Fulkerson for the 113 acfe and 51 acfe tracts of land?

Obj.-- This question and any answer thereto are objected to because the notes themselves show what they were executed for and are the best evidence of that fact. No parol testimony is admissible to contradict, vary or explain the terms of a valid written instrument.

B.H.Sewell, Atty.

A.-- I can't say that they are, but my best impression is that they don't are. They seem to be for the same amount, as I remember it. Mr. Wheeler gave as I understood it \$5250.00 for the land, and I think Mr. Fulkerson traded out about \$300.00 in the store.



Q.2.I notice that the tota<sup>al</sup> amount of said notes is \$5250.00 and all of them state in the face that they are executed for land. I will ask you to state if Mr. Wheeler, about the date of said notes purchased from Mr. Fulkerson any other land except the 113 ac<sup>re</sup> and 51 acre tracts?

A.-- None that I know of.

And further this deponent saith not.

C. R. Kesterson

Virginia, Lee County, to-wit:

I, Geo.P.Cridlin, a notary public in and for the County aforesaid, in the State of Virginia, do certify that the foregoing depositions of C.R.Kesterson and C.T.Duncan were taken, sworn to and subscribed before me at the time, place and ~~and~~ for the purpose in the caption mentioned.

Given under my hand this the 1st day of June, 1901.

Geo. P. Cridlin N.P.



*Exhibit A.*  
*No 14.*

On the first day of March 1887 I bind myself, my heirs &c to pay L.  
D.Fulkerson fifteen hundred Dollars first payment for land witness  
my hand and seal this 7th day of Jan'y 1887

Attest

C.R.Kesterson

J.M. (balance of signature torn off)

(Endorsement on back of note)

By cash of J.M.Wheeler Jr One hundred Dollars

By cash of J.R.Edds fifty Dollars.

Feby 23rd 1887 Cr the witin note by County claims *Draft* &c.  
five hundred & forty Dollars.

Feby

By

(Balance of endorsement torn off)

Draft on Wil

& by cash

Mach 14th 1887 Cr By W.G.Colson Draft at Williamsburg Ky. \$400.00.

*A copy*

*Teste: A.B. Munsey Clerk*

*(Exhibit "note 4" filed with  
C. T. Duncan's deposition)*



*Exhibit A*  
*No. 13*

On the first day of July 1887 I bind myself, my heirs &c to pay  
L.D.Fulkerson five hundred Dollars second payment ~~for~~ land witness my  
hand and seal this 7th day of Jan'y 1887.

Wheeler (Seal)

{First part of signature torn off}

Attest

C.R.Kesterson.

(Endorsements on back of note)

July 21st 1887 Or the within note by cash twenty five Dollars.

Aug. 1887 by cash one hundred Dollars

by amt from <sup>James</sup> Mc Williams fifty Dollars.

Paid in full Sept 1st 1887.

*A Copy*

*Teste: A.B. Munsey Clerk*

*(Exhibit "note 3" filed with  
C. F. Duncan's deposition)*



*Exhibit A*  
*No 15*

On the first day of July 1883 I bind myself my heirs &c. to pay  
L.D.Fulkerson One Thousand and seventy five Dollars third payment for  
land witness my hand and seal with interest from date this 7th day  
of Jany 1887.

Attest

C.R.Kesterson

J. (Balance of signature torn off)

(Endorsements on back of note)

June 19th 1887.

By cash seven hundred Dollars.

July 21st 1887.

Or the within note by cash in full \$375.00.

*A Copy.*

*Teste A.B. Munsey Clerk*

*(Exhibit "note 5" filed with  
C. T. Duaneau deposition)*



*Exhibit ~~to~~ 4*

On the first day of July 1889 I bind myself, my heirs &c. to pay  
L.D.Fulkerson Eleven hundred dollars for 4th<sup>th</sup> payment for land with  
interest from date.

Witness my hand & seal this 7th day of January 1887.

Attest

J.M.Wheeler (Seal)

C.R.Kesterson

(Endorsements on back of note)

Jany. 18th, 1887.

For value received I hereby assign the within note to H.C.T.Richmond.

L.D.Fulkerson.

I accept assignment and transfer of the within note from L.D.Fulker-  
son to H.C.T.Richmond

This February 4th, 1887.

J. M. Wheeler.

For value received I assign the within note to J.H.S.Morison.

Mch. 11th 1887.

H.C.T.Richmond.

*A Copy*

*Teste: A.B. Munsey Clerk*

*(Exhibit "Note" filed with  
C.T. Duncan's deposition)*



*Exhibit A  
No 10.*

On the first day of July 1890 I bind myself, my heirs &c. to pay  
L.D.Fulkerson One Thousand & seventy five Dollars last payment for land  
with with interest from date, witness my hand & seal this 7th day  
of Jany 1887.

Attest

C.R.Kesterson.

*(Signature torn out)*

(Seal)

\$1307.20 Aug. 13th 1890.

(Endorsements on back of note)

For value received I hereby assign the within note to J.H.S.Mor-  
ison & H.T.Patton, this Apr. 11th 1887.

L . D. Fulkerson.

I accept the transfer and assignment of the within note from L.D.  
Fulkerson to J.H.S.Morison and H.T.Patton this the 30th day of Apr.  
1887.

J. M. Wheeler.

this note paid *(Torn)* August 13th 1890 AS *(Torn)* \$1307.20.

*A copy*

*Test: A B Munsey Clerk*

*(Exhibit. "note" filed with  
C. F. Duncan's deposition)*



Hattie A. Fullerson et al.  
ads. { On Chy.

Eliza A. Taylor

Depositions of  
C. R. Kesterson &  
C. T. Duncan.

Received from Geo Pleridlin  
the Notary before whom  
taken and filed June 1st  
1901.

A B Munsey Clerk

3(15)

Geo. P. Pleridlin N. O. fee  
for taking these depositions  
4 hours \$3.00



The depositions of William Crockett and others, taken before me I.L.Woodward Commissioner in Chancery for the Circuit Court of Lee County, by agreement of the parties by their counsel, at the law office of C.T.Duncan in Jonesville, Lee County, Virginia, on the 13th day of October, 1900, to be read as evidence in behalf of Jennie Fulkerson Cordia Bales and William Ely and such others as said depositions are applicable to, who are defendants in a chancery cause now pending in the Circuit Court of Lee County in which Eliza A.Taylor is plaintiff and Mattie A.Fulkerson Admr. and others are defendants, and which there are several cross-complainants, and said depositions are to be read as evidence in said cross proceedings.

Present B.I.Sewell of counsel for defendants and

L.T. Lyatt and J.W.Orr for said plaintiff and cross complainant, and C.T.Duncan C.A.L.for infant defendants.

W.A.Crockett a witness of lawful age being duly sworn deposes as follows:

Q.1.-- State your age, occupation and place of residence.

A.-- I am 37 years old, farmer, and reside at Rose Hill, Lee County, Virginia.

Q.2.-- State whether or not you are acquainted with what is known as the "Ely lands" in this cause and if so state the different pieces or parcels which compose said Ely land?

Obj.-- Objected to because not within the pleadings. All questions ~~relating to said Ely land~~ of defence set up by the answer in regard to the "Ely lands" having been settled by decree at the June term of the Court, 1900.

L.T. Lyatt, for plff.

A.-- I am acquainted with the "Ely lands", and it is composed of lots Nos. 1, 2, 3, and 4 as stated in the bill in this cause.

Q.3.-- Were you acquainted with L.D.Fulkerson in his life time, and are you acquainted with John C.Vanoy, and were you also acquainted with James Ely and Moses Ely in thier life time?

A.-- I was acquainted with all the deceased parties in thier life time and also knew the said John C.Vanoy.



Q.4.-- State whether or not you were present at any time when the said L.D.Fulkerson, James Ely, Moses Ely, Robert Ely, John C.Vanoy made any agreement in regard to the purchase of the said Ely lands by James Ely, Moses Ely and Robert Ely, and state when and where it was?

Obj.-- Objected to because not within the pleadings, and further because parol evidence cannot be given to vary the statements of the title papers. The deed from Fulkerson and Vanoy to the Elys is filed as an exhibit with the bill in this cause.

L.T.Hyatt, for Plff.

A.-- I was present when an agreement was made. The place was at Moses Ely's house. I cannot state positively the time, but suppose the time was somewhere about 1889 or 1890.

Q.5.--State what the agreement was in regard to the purchase of said land by the Elys between said parties?

Obj.-- Objected to because the sale by Vanoy to said Elys was by deed a copy of which is filed with exhibits with the bill. Any talk or agreement made before said deed was consummated by said deed and the deed can not be contradicted by parol evidence.

L.T.Hyatt, for plff.

A.-- There was an agreement between the said Fulkerson, Vanoy and the said Elys for the purchase of said land by the said Elys, and the agreement made between the parties as I understood it was that the amount of purchase money going to Mrs. Mary A.McEwing, or at that time Mrs. Mary A.Richmond, deceased, or to her administrator, had to be raised, and out of the purchase price agreed on to be paid for said land said amount was to be paid down and this amount was paid, and it was understood between them by making such payment the purchasers, the said Elys, were to be placed in the shoes of the one holding the purchase money lien on said land. As I understood the said Elys on the payment of the purchase money lien were to be substituted to the rights of said lien creditor.

Obj.-- Objected to because the question of the defendant's right to subrogation was settled by decree of Court at the June term, 1900.

L.T.Hyatt, for plff.



Q.6.-- State whether or not at the time said agreement was made that it was understood that this arrangement would be satisfactory and agreeable to all the parties interested in said purchase money lien?

Obj.-- Objected to because L.D.Fulkerson or no other person can make an agreement which would bar the rights of the plaintiffs in this case to enforce the lien of their judgment. Plaintiffs are not seeking to enforce the lien of Mrs. Richmond or other creditors of J.H.Bales ~~again~~ against said land, and it is admitted by the plaintiff that said purchase money of Mrs. Richmond and all other liens against the land of J.H.Bales were fully satisfied by the sale of said land of said J.H.Bales to the said L.D.Fulkerson in the suit of Richmond admr. against said Bales. If defendants, the Elys, had recorded their deed when made said land would have been free from the lien of the plaintiff's judgment, and all other judgments here sought to be enforced except that of C.H.Baylor, and if said Elys lose said land it is because of their own negligence in failing to record their deed. Any agreement made between Fulkerson and Vanoy on the one part and said Elys on the other part either by parol or in the deed cannot affect the right of the plaintiffs to enforce the lien of thier judgment.

L.T.Hyatt, for plff.

A.-- That was the understanding.that it would be satisfactory to all the parties interested.

Q.7.-- State whether or not that prior to the making of this agreement, H.C.T.Richmond the administrator of Mary A.Richmond deceased, came to Moses Ely and requested him to buy said land?

A.-- He did come to him and requested him to buy it as the land laid joined him, and stating that the land had to be sold.

Obj.-- Question and answer objected to because irrellivant, immaterial and not within the pleadings.

L.T.Hyatt, for plff.

And further this deponent saith not.

W A Brewster

R.B.Ely another witness of lawful age being duly sworn deposes and says:



Q.1.-- State your age, place of residence and occupation.

A.-- I am 69 years old, live near Rose Hill, Lee County, Va. and am a farmer.

Q.2.-- Are you acquainted with what is known as the "Ely lands" in this case, and were you acquainted with James Ely, Moses Ely, L.D. Fulkerson, all now deceased, in their life time, and with John C. Vanoy?

A.-- I am acquainted with said land. I am acquainted with said deceased parties, and I am acquainted with Mr. Vanoy.

Q.3.-- Are you, James and Moses Ely the purchasers of what is known in this case as the "Ely lands"?

A.-- We are.

Q.4.-- At the time you all three purchased said land state whether or not, there was an agreement made between the Elys and the parties selling the land for the said Elys to pay off the purchase money lien held by the estate of Mrs. Mary A. Richmond deceased, and if so state what that agreement was?

A.-- There was an agreement that the said Elys were to pay off the purchase money lien held by the estate of Mrs. Mary A. Richmond deceased. The first money paid was to go to discharge this lien. When we paid off this lien we were to have all the right that the said Mrs. Mary A. Richmond had against the land.

Q.5.-- State whether or not James Ely, Moses Ely and yourself did actually pay off said purchase money lien of the said Mrs. Mary A. Richmond.

A.-- We did. We paid it down at the time of the trade.

Q.6.-- State whether or not, at the time of the trade that the payment of said lien and the giving of the rights of the lien creditor to you three against said land was agreed to and satisfactory to all the parties interested in said purchase money lien.

A. It was.

Q.7.-- State the time and place of this transaction?

A.-- It was the 17th day of March, 1891.

Q.8.-- Please state the amount if you can that you all paid on that



purchase money lien?

A.-- \$750.00 as I now remember, and perhaps some costs of the suit brought to the sell the said land.

Obj.-- The evidence of this witness is objected to because the facts stated by him do not come within the pleading in the case; because irrelevant and immaterial. If this evidence proves anything, it proves an agreement that said Elys were to be substituted to the rights of said Richmond as against J.H. Bales. The question of subrogation was settled by the decree of court at the June term last.

L.T. Hyatt, for plff.

Cross Examination.

X.Q.1.-- To whom did you and your two brother James and Moses Ely pay the purchase money, the \$750.00

A.-- We paid it to L.D. Fulkerson for him to take and pay it to said Richmond administrator.

Re-Examination.

Q.1.-- Do I understand you by your last answer to mean that you sent this money by L.D. Fulkerson to H.C.T. Richmond, admr.?

A.-- We just gave him said money to take and pay over to him.

Ques.--by L.T. Hyatt atty fir piffs.--If I understand you to say that Mr. Richmond was not pr sent at the time of the agreement spoken of by you.

A.-- He was not present.

And further this deponent saith not.

*Witness claims*

*2 days \$100 32 mi, 8/28/24*

*P. B. Ely*

The further taking of these depositions is adjourned till Monday ~~MEETING~~ between the hours of 6 A.M. and 6 P.M. at the same place.

*H. L. Woodward,*  
*Commissioner of the Land Office*



Met pursuant to adjournment.

Virginia, Lee County, to-wit:

I, H.L. Woodward, a commissioner in chancery for the Circuit Court of Lee County Virginia, do certify that the foregoing depositions of W.A. Crockett, R.B. Ely, were taken, sworn to and subscribed before me at the time place and for the purposes in the caption mentioned.

Given under my hand this the \_\_\_\_ day of October, 1900.

H. L. Woodward.  
Commissioner in chancery.



Lat. A. Hulke on tal  
ads / In Chancery

Eliza A. Taylor  
minister

Depositions of  
W. A. Crockett  
and R. B. Ely.

minister

Received from H. L.  
Woodward the Com. in  
Chancery before whom  
taken & filed Nov 1st 1900

A. B. Munsey Clerk

Crockett 3 (14)

Bill of costs  
Commissioner's fee

	\$2.25
Witness	\$2.08
	<hr/>
	\$4.33



The deposition of C.T.Duncan taken beofre me, Geo.P.Cridlin, a notary public in and for the County of Lee in the State of Virginia, on the 8th day of June, <sup>1901</sup> at the office of L.T. Hyatt in the town of Jonesville, Va., pursuant to agreement, which deposition is intended to be read as evidence in behalf of the plaintiff and cross-complainants in a certain suit in chancery now depending in the Circuit Court of Lee County Virginia, in which Eliza A.Taylor ~~xxxxxx~~ is plaintiff and Hattie A.Fulkerson et al are defendants.

Present L.T.Hyatt and R.T.Irvine of counsel for plaintiff and cross-complainants; C.T.Duncan and B.H.Sewell attorneys for defendants; and C.T.Duncan guardian ad litem for infant and insane defendants.

C.T.Duncan a witness of lawful age being duly sworn deposes as follows:

Q.1.-- Are you acquainted with the lands styled in this suiut ( Eliza A.Taylor against Hattie A.Fulkerson et al) the Ely lands?

A.-- I am.

Q.2.-- Please state what, in your opinion, is the rental value of said lands per annum?

A.-- All of these lands are poor and of very little productiveness except the  $17\frac{1}{2}$  acres, or the tract through which the railroad runs, a part of this tract is very productive land. I do not think that said lands altogether would rent for as much as \$100.00 per year and I would say that that sum if it could be obtained would be not only a fair but a large rental for said Ely land described in the bill..



Q.3.-- Are you acquainted with the strip of land styled in this suit "Vanoy Railroad strip"; and if so please state in your opinion its rental value?

A.-- I am acquainted with the strip and the railroad that is on it. The strip of land outside of the railroad and for other purposes than railroad purposes, has little or no rental value. The Louisville & Nashville Railroad ~~through~~ Lee County is valued for taxation at \$9000.00. This strip is about one twenty-sixths of a mile, and would be worth at that rate about \$350.00, the rental value of which would be about \$21.00 per year, however, this is a very cheap piece of railroad to construct, and would not average in cost of construction with the other part of the road ~~through~~ the County by a great deal.

Q.4.--Are you acquainted with the 4 acre tract styled in this suit as the "C.E.Fulkerson 4 acre tract", if so please state its rental value.

A.-- I know very little of this tract of land; it has very small rental value if anything, and I included the rental of my answer to the question in it in regard to the rental value of the Ely lands

Q.5.-- Are you acquainted with the tract of land styled in this cause the 80 acre ridge tract?

A.-- I am not acquainted with said tract of land. I know the Country in which it is located. It is very poor land. From my information from Mr. Wheeler, the owner of it, it has little or no rental value.

Q.6.-- Are you acquainted with the lands styled in this suit the 51 acre and 113 acre Chadwell lands and if so what is



the rental value of said two tracts?

A.-- I am acquainted with said tracts of land. They are very valuable lands and in my opinion the rental value of said two parcels of land will be sufficient to pay the balance of the liens asserted against them in this suit in five years, after applying thereon the prorata part of the sale which will be derived from a sale of the Ely lands provided they are sold.

Q.6.-- Are you acquainted with the tract of land styled in this suit the 3 acre mill tract, and if so state its rental value?

A.-- I am hardly sufficiently acquainted with it and the improvements upon it to express an opinion, as to its rental value.

Q.7.-- Will you please state in dollars and cents the rental value of the 51 acre tract and 113 acre tract mentioned above?

A.-- I think they would reasonably rent for \$350.00 to \$400. per year.

And further this deponent saith not.

C. T. Duncan

Virginia, Lee County, to-wit:

I, Geo.P.Cridlin, a notary public in and for the County of Lee and state of Virginia, do certify that the foregoing deposition of C.T.Duncan was taken, sworn to and subscribed before me at the time and place and for the purpose in the caption mentioned. Given under my hand this the 8th day of June, 1901.

Geo. P. Cridlin N.P.



Eliza A. Taylor

vs { Lu Che

Hattie A. Tucker  
son et als.

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Deposition of  
C. P. Duncan.

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Filed June 8, 1904.  
A. B. Munsey Clk.

3 (16)

N. P. 75-cto



The deposition of J. B. Hill  
taken before me, J. H. Quinn  
a Notary Public for Claiborne  
County, Tenn, at the Williams  
Hotel <sup>on the 29<sup>th</sup> day of Oct. 1909.</sup> in Cumberland Gap, pur-  
suant to agreement of the  
parties, to be read as evidence  
on behalf of the plaintiffs and  
cross-complainants in a suit  
in Chancery pending in Lee  
Circuit Court wherein Eliza  
A. Taylor is plaintiff and  
Nathaniel Fulkerson, Adm<sup>r</sup>  
et al are defendants.

Present: R. T. Irvine and  
L. T. Hyatt, attys for complts  
& cross-complainants.

L. T. Duncan, atty  
for defts. & guardian ad  
litem for infants.

~~Quess. 1.~~

The witness, J. B. Hill,  
being duly sworn, deposes  
as follows:



Ques. 1. - Please state your age, residence and occupation?

Ans. - I am 37; live at Walnut Hill, Lu Co. Va. and occupation, farming.

Ques. 2. - Were you acquainted with James M. Wheeler, Sr., and L. D. Fulkerson, both deceased, during their lifetime?

Ans. - I was.

Ques. 3. - Are you acquainted with a tract of land sold by said Fulkerson to said Wheeler and known as the Chadwell 1 1/3 acre & 5-1 acre tracts?

Ans. - I know the land called the Dow Fulkerson land.

Ques. 4. - If you ever heard a conversation between said Fulkerson and said Wheeler in regard thereto, please state when and where it was, and what was said as near as you can remember?



Ans. - As near as I can remember it was in the Spring of 1890, possibly it might have been as early as Decr. 1889. It was at a store ~~myself~~ Mr. Wheeler and myself had in partnership at Chadwell's station near the land referred to. Mr. Wheeler was in the store and Mr. Fulkerson came along the road and called for some gloves. Mr. Wheeler told Fulkerson he wanted him to fix that up" were the first words I heard. Mr. Wheeler told Fulkerson that if he had known before he accepted the Morrison note, he would not ~~have~~ paid it. Fulkerson said to him that he should not loose anything over it. From what I had heard said by Mr. Wheeler before this I understood the note referred to <sup>to</sup> be one which Mr.



Wheeler had executed to Fulkerson for the land in question, and which Fulkerson had been assigned to Morrison. Mr. Wheeler went on to say that he had paid too much for the land and that he did not want to have to pay out anything more over it - and he said that Fulkerson was mightily in debt, and I think he said something about Baylor having a large debt, but I am not sure he mentioned Baylor's name.

Ques. 5. - State whether or not you heard Mr. Wheeler say anything about Mr. Fulkerson's financial condition about the time he made this purchase, and if so, when and what?

Ans. - As to when the purchase was made I can't say but think it was about January 1887, and Mr. Wheeler



had been up to see about buying the land came back and said he thought Geo. W. Gibson was running the land up on him; that Fulkerson was in debt and had to sell. This was about the time he made the purchase, but I do not know whether before or after, exactly.

Ques. 6. - At the time of the conversation at the store did Mr. Wheeler seem to think that he was liable to loose the land on account of Fulkerson's indebtedness?

Obj. that to be answer. The question asks for an opinion from the witness

Answer for D. & Co.

Ans. - From what he said, he thought he was going to have to pay out something more than he contracted to.

And further this witness saith not.

J. B. Hill.



State of Tennessee }  
County of Claiborne }

J. H. Quillen, a Notary  
Public for the County afores-  
said in the State of Tennessee,  
do certify that the foregoing dep-  
osition of J. B. Hill was duly  
taken and sworn to before me  
at the time and place and for  
the purpose therein mentioned.

Given under my hand <sup>and seal</sup> this the  
29th day of October, 1900.

J. H. Quillen  
Notary Public



Eliza A. Taylor  
vs. In ch.

Hattie A. Fullerson  
et als.

Deposition of  
J. B. Hill.

Received from L. T. Duncan  
and filed October 30<sup>th</sup> 1900  
A. B. Munsey Clerk

3 (13)

Bill of costs:  
A.P. ---  
Writ. ---



The deposition of B.M.Morgan taken before me, Geo.P.Cridlin, a notary public for Lee County, Virginia, at the office of L.T.Hyatt, in Jonesville, Virginia, on the 10th day of February, 1903, by agreement of the parties, by their counsel, to be read as evidence in behalf of the plaintiff and cross-complainants in a certain suit in chancery pending in the circuit court of Lee County, Virginia, wherein Eliza A.Taylor is plaintiff and Hattie A.Fulkerson, Admr.&c. et al. are defendants.

Present: L.T.Hyatt, of counsel for the plaintiff and cross-complainants.

C. T. Duncan and B.H.Sewell, counsel for the defendants

Ques.1.for complainant and cross-complainants.--Please state what official position, if any, you hold?

Ans.--I am clerk of the county court for Lee county.

Ques.2.for same.--Please state whether or not, as such clerk, you are the custodian of the Judgment Lien Dockets of Lee county?

Ans.--I am.

Ques.3.for same.--I will ask you to make and file with your deposition, as part thereof, a complete copy of the index to said Judgment Lien Dockets Nos. 2 and 3, under the index letter "F", and file same with your deposition so marked as that the same may be identified.

Ans.--I have made copies of the index to said Lien Docket No. 2, under the under letter "F", and here file the same as a part of my deposition, marked "B.M.M.No. 2", and of the index to Lien Docket No. 3, under same letter, and here file the same as requested, marked B.M.M. No. 3.

Ques.--Have you compared these copies with the said indices under said letter "F", so as to know that the are exact copies in every particular?

Ans.--I have compared them with said indices, and they are correct copies.



Cross Examination.

Q.1.-- On ~~xxxx~~ the copy of the index of Book 3 which you have filed as a part of your deposition marked B.M.M.No.3, I note that you have "Fulkerson L.D. et als ads Bank of Shawanee" appearing on page 84 four times. I will ask you to take Judgement Lien Docket No.3, examine the same and state if there is any judgment for \$500.00 docketed on said page 84 against L.D.Fulkerson and others or L.D. Fulkerson et als?

A.-- There is no judgment for \$500 against L.D.Fulkerson eand others or L.D.Fulkerson et als on said page in favor of the Bank of Shawanee. There is however a judgment docketed against L.D.Fulkerson alone on said page for \$500. in favor of said Bank and there are three other judgments docketed against the said Fulkerson and other persons on said page, one of which judgments is for \$600.00 another for \$214.65 and another for \$300.00. These three last named judgments are marked satisfied in full.

Q.2.-- Is there more than one index to judgment docket lien book No. 3, and if you answer that there are, please state how many, and then state whether or not they are fastened in the book and constitute a part of it or not?

A.-- There are two separately bound books in said Judgment Lien Docket No.3 and some of the judgments are indexed in one and some in the other. I consider that it takes both of these books to make the index. They are not fastened in said book nor ~~are~~ <sup>are</sup> they fastened together.

Q.3.-- Can you state that these two index books are always in or with said Judgment Lien Docket?

A.--I cannot so state but I do know that one of them was out of said book and apparently lost for several months during the year 1902. How it was before I came into the office I do not know. I became clerk 1st day of July 1899.

Q.4.-- Are either one of said indexes filled up?

A.-- Neither of them are entirely filled up. One of these books is leather bound and the other is is a board back. In the leather



bound index the space allotted to the letters B, S, and W are all full. In the board bound book none of the letters are full.

Q.5.-- Which one of said books seems to have been the first one used?

A.-- The board bound one seems to have been used first and it seems to have been used as an index for the first 22 or 23 pages of the Lien docket, and then the leather bound index was used until some letters of it were about full, and then paper bound was used for the indexing of some of the judgments docket near the end of the book.

Q.6.-- Which one of said books was the one that was lost for a while as above stated by you?

A.-- It was the paper or board bound book that was lost.

Q.7.-- In which of said indexes is the judgments purporting to be docketed against L.D. Fulkerson and in favor of Eliza A. Taylor and Citizen's Bank and trust Company indexed?

A.-- In the paper or board bound one.

Re Examination.

Q.-- How many judgments in favor of the Bank of Shawanee against L.D. Fulkerson are docketed on page 84 of Judgment Lien Docket No. 3?

A.-- Four, one of which is against him alone and the other three against him and others.

Q.-- How many judgments are indexed in the name of L.D. Fulkerson in the index to said Lien Docket No. 3 referring to said page 84

Obj.-- This question is objected to because it asks the witness for an opinion, the book itself and the index to it are the best evidence and speak for themselves. A copy of the index is filed with the deposition and as a part of it and a copy from the book can be filed if desired

C.T. Duncan and B.H. Sewell.

Obj.-- This objection applies with equal force to all the question propounded to the witness by the objectors in this depositions and is hereby adopted as an objection by the plaintiff.

L.T. Hyatt.



Ans. Four in the name of L.D.Fulkerson et als.

And further this deponent saith not.

Wit, claims one day \$0.50

B. M. Morgan

Virginia, Lee County, to-wit:

I, Geo. P. Cridlin, a notary public in and for the county of Lee in the State of Virginia, do certify that the foregoing deposition of B. M. Morgan, was taken sworn to and subscribed before me at the time, place and for the purpose in the caption mentioned.

Given under my hand this the 10th day of February, 1903.

Geo. P. Cridlin N.P.



Eliza A. Taylor  
v. { In Chancery.

Hattie A. Fulkerson,  
Advers. et al.

Deposition of Costs  
B. M. Morgan. 50

Received from Geo. P.  
Cridlik, the Notary  
Public before whom  
taken, and filed ~~for~~  
Feby 10<sup>th</sup> 1903.

A B Munsey Clerk

L. T. HYATT,  
ATTORNEY AT LAW,  
JONESVILLE, VIRGINIA.

Notary fee 1<sup>hr</sup>. \$ .75<sup>v</sup>



The deposition of G. B. Burchett taken before me, Geo P. Cridlin, a Notary Public for Lee County, Virginia, pursuant to agreement of the parties, by their counsel, at the office of Orr & Irvine, in Jonesville, Va., on the 11<sup>th</sup> day of March, 1901, to be read as evidence on behalf of the complainant and cross-complainants in a certain suit in chancery pending in the circuit court for Lee County, Virginia, wherein Elija A. Taylor is plaintiff and Hattie A. Fulkerson et al. are defendants.

Present: Orr & Irvine & R. F. Hyatt, attys for complainant & cross-complainants, and B. H. Sewell, Attorney for defendants and C. I. Duncan, Guardian ad litem for infant defendants.

The witness, G. B. Burchett, being first duly sworn, deposes as follows:

Ques. 1. for complainant and cross-complainants. — Please state your age, residence and occupation.

Ans. — I am 55 years old, Claiborne



County Tennessee is my residence, and am a farmer.

Ques 2. for same. — Did you formerly live in Lee County, Virginia; and if so, when and where?

Ans. — I did formerly live in Lee County, Virginia. I lived ~~there~~ at Walnut Hill from 1865 till about seven years ago, except about four years of that time when I lived in Tennessee, this was about twenty-two years ago.

Ques. 3. for same. — Were you acquainted with James M. Wheeler, deceased, in his life-time? How long did you know him and how near did you live to him?

Ans. I was acquainted with said Wheeler in his life time. I knew him from the time of the war between the States till the time of his death. I lived during this time in from one-half of a mile to three miles from him.

Ques. 4. for same. — Were you acquainted with L. D. Fulkerson in his lifetime? How long did you know him and how near did



you live to him?

Ans. I was acquainted with said Fulkerson in his life time. I knew him about twenty years, and during this time, I lived within about five miles of him.

Ques. 5. - for same. - State whether or not you ever ~~heard~~ <sup>heard</sup> a conversation ~~between~~ <sup>with</sup> said Wheeler and said Fulkerson about the time of the sale by said Fulkerson to said Wheeler of the Chadwell land concerning said sale, if so, 1

Please state whether or not you ever heard of a sale by said Fulkerson to said Wheeler of the Chadwell land?

Ans. - Yes, O.

Obj. - The foregoing question and answer to it is objected to because irrelevant, and immaterial, and further because said answer asks for a repetition of hearsay.

C. T. Duncan vs B. H. Seywell

Ans. - I have heard talk of said sale.

Ques. 6. - for same. - State whether or not about the time of the said sale by said Fulkerson to



said Wheeler of said land you had a conversation with said Wheeler concerning the same; and if so, tell all that Mr. Wheeler said on that occasion?

Obj. - Objected to because said trade in reference to said land was reduced to writing, and made and that writing or deed is the best evidence of what the trade was.

C. T. Duncan & B. H. Luce  
Ans. - Some time after said sale Mr. Wheeler and I were together over on the Main road, and ~~sadd~~ down together, and got to talking about the trade. I told him that I thought that ~~he~~<sup>you</sup> wouldn't have sold the land, and he said that Mr. Fulkerson had to sell, that he was in debt. He said that he (Wheeler) gave more for the land than it was really worth because it joined him there.

Ques. 7. For same. - At what place in said road did you and Mr. Wheeler get together on that occasion?



Ans. - It was about where the road from the old Chadwell Mill comes out into the main road, about one-fourth of a mile below the land we were talking about.

Ques. 8. For same. - What time of the year was it when you and Mr. Wheeler had the said conversation, if you remember?

Ans. - It was sometime between the 1<sup>st</sup> and the 15<sup>th</sup> of November.

Ques. 9 for same. - You say Mr. Wheeler said that Mr. Fulkerson had to sell, that he was in debt. Please state to whom Mr. Wheeler said Mr. Fulkerson was indebted if he did say?

Ans. - I don't recollect more than he named something about that he was administrator of the Daugherty estate and that he had felt behind some as administrator of the estate.

Ques 10. For same. State whether or not Mr Wheeler spoke of those Daugherty estate debts having been reduced to judgment in that connection -

Obj. - The foregoing question and any answer thereto is objected to



first, because the question is directly leading and suggests the answer desired, second, because the witness has already detailed the conversation which he says was had between himself and Mr. Wheeler, and third because the record of ~~C. F. Duncan and B.~~ the docketing of judgments is the best evidence and the attempt to show notice of a docketing and thereby the creation of a lien on land by oral testimony is inadmissible.

C. F. Duncan & B. H. Sewell  
Ans. - My recollection is that he did.

Q 11 - For same - You have stated in answer to Question 8 that this conversation was in November. ~~B~~ State, if you can, whether <sup>or not</sup> this was the first November following the purchase of this land by Mr. Wheeler.

Ans. - I think it was in the November following his purchase. He purchased the land in the Spring sometime, that is my recollection.

Ques 12 for same. - Had Mr. Wheeler had possession of said Chadwell land during the season



preceding the time you had the conversation with him?

Ans. - I think he had.

### Cross Examination.

Ques. - Did Mr. Wheeler state what land he purchased from G. D. Fulkerson, in that conversation, if so please state what land he said he purchased?

Ans. - He was talking <sup>in</sup> reference to the Chadwell land.

Ques. - On which side of the road did that land that you are talking about, lie?

Ans. - On the North side, that is the way I understood it in the conversation.

Ques. - Mr. Wheeler told you that the land on the North side of the road was the land which he purchased from Mr. Fulkerson, did he?

Ans. - Yes, sir. Mr. Fulkerson owned some land on the south side of the road, but my recollection is that he sold it before ~~this time~~ he sold that on the North side.



Ques. - To whom did Mr. Fulkerson  
sell the land on the south side  
of the road?

Ans. - Mr. Wheeler got it, but it  
strikes me that ~~it~~ it was sold  
to somebody else first. It was the  
old David Chadwell land and  
it was divided up and traded  
around a good deal, I don't  
know exactly how it was done.

Ques. - At the time you say the  
conversation detailed by you oc-  
curred, who was living in the  
house on the north side of the  
road?

Ans. - I think Wilburn Roberson  
lived there.

By agreement of parties the fur-  
ther taking of this deposition  
is adjourned to the office of C. F.  
Duncan. This March 11<sup>th</sup> 1901.  
Geo. P. Cridlin N.P.

Met pursuant to adjournment  
at the office of C. F. Duncan  
on March 11<sup>th</sup> 1901  
This March 11<sup>th</sup> 1901.

Geo. P. Cridlin, N.P.



9  
X.Q.-- What year did this conversation between you and Mr.Wheeler, occur in?

A.-- My recollection is that it was in the year 1887 or 1888, I won't be positive which, I think though that it was 1887.

X.Q.-- What makes you think that it was in the year 1887?

A.-- Because I had transaction, and that is my recollection.

X.Q.-- What transaction is it that you refer to which impresses upon your mind that it was in the year 1887?

A.-- It was after I quit selling goods up there at the mill, a year or two.

X.Q.-- Was it before or after that the railroad Company had commenced the construction of its road?

A.-- I think they were working on it some, but it wasn't complete.

X.Q.-- Were they working through this tract of land at the time?

A.-- I couldn't say positively whether they were or not.

X.Q.-- Where were they working on the railroad at that time?

A.-- My recollection now is that they were working at the tunnel.

X.Q.-- Were they working on the road through Lee County?

A.-- I will not be positive whether they were working this side of the Cumberland Gap tunnel.

X.Q.-- Had the railroad through Lee County been surveyed at the time this conversation occurred between you and Mr.Wheeler?

A.-- I think it had.

X.Q.-- How long before?

A.-- I couldn't say.

X.Q.-- What is your best impression?

A.-- My best impression is that it had been surveyed something like twelve months.

X.Q.-- Who did you first tell, and when did you first tell that you had had this conversation with J.M.Wheeler?

A.-- To-day is the first time I have told the most of<sup>it</sup>. Mr I.T.Hyatt asked me a few days ago whether I had ever had any conversation in regard to it. with Mr.Wheeler.



10  
X.Q.-- Do you know how Mr.Hyatt came to be questioning you about it?

A.-- I did not know at the time.

X.Q.-- Do you know now how he came to be questioning you about it?

A.-- I reckon.

X.Q.-- Please state how it was?

A.-- I suppose that he thought that my deposition would be beneficial to his case.

X.Q.-- In each and all of the litigation against Mr.Wheeler's estate that has been had since his death, have you not been a witness against the estate?

Obj.-- The foregoing question is objected to as immaterial.

Orr & Irvine and L.T.Hyatt, Attys.

A.-- I have.

X.Q.-- What is your feeling towards the administrator and the heirs of J.M.Wheeler, deceased?

A.-- I haven't any feelings against the administrator or none of the heirs, except Jim, he I do not think that ~~Jim Wheeler~~ treated me right.

X.Q.-- You have stated in your deposition in chief that you live in the state of Tennessee, now did you not know before you left home to come here that you would be examined in this case as a witness, or that you would be consulted in reference to it?

A.-- I did not know when I left home to come up here last week that there was such a suit as this. I only knew on last Thursday when the sheriff came and summoned me at a hotel here in town, as I was fixing to leave for home, that I was to be used as a witness.

X.Q.-- Was it before or after Thursday that you had this conversation with Mr.Hyatt, that you have spoken of above?

A.p- It was before and on the same day, that I was summoned. That is I had the conversation with Mr.Hyatt earlier in the day and was summoned after that conversation.

X.Q.-- Before you had the conversation with Mr.Hyatt had you said to anybody that you knew any fact in this case, or that you would make a good witness in it, or anything at all in reference to it, if so to whom?

Obj.-- Objected to as immaterial.

Orr & Irvine and L.T.Hyatt.



11  
A.-- I have no recollection of ever naming any such a thing. I didn't know there was such a suit till he named it.

X.Q.-- When Mr. Hyatt mentioned it to you, what did you tell him?

A.-- I studied a little while, and told him that I had had a conversation with Mr. Wheeler. I told him that Mr. Wheeler and I had had a conversation ~~about~~ buying the land; that I told him that I would have thought that Dow would have kept that good piece of land, and he said that Dow had to sell it, that he was in debt and had to sell it to pay his debts. I think that was about ~~all~~ I told him.

X.Q.-- Then you didn't tell Mr. Hyatt in that conversation that Mr. Wheeler said that there were judgments against Mr. Fulkerson?

A.-- I won't be certain whether I told him that or not, that day, or whether it was to-day or not.

X.Q.-- In detailing the conversation between yourself and Mr. Wheeler when the question was first propounded to you on the stand to-day, did you say one word about Mr. Wheeler mentioning judgments against Dow Fulkerson as administrator of Daugherty's estate?

A.-- I don't think the judgment was asked. I think the indebtedness question was asked but that the judgment question was not, at first.

X.Q.-- I will ask you when you were asked to detail said conversation between you and Mr. Wheeler, if you did not detail exactly in these words: "some time after said sale Mr. Wheeler and I were together over on the main road and road down together, and got to talking about the trade. I told him that I thought that Dow wouldn't have sold the land, and he said that Mr. Fulkerson had to sell, that he was in debt. He said that he (Wheeler) gave more for the land than it was really worth because it joined him there". Now did you not give that for the whole conversation between you and Mr. Wheeler, and did you mention the subject of a judgment until Mr. Irvine asked you a question in which he used the word judgment?

A.-- I did not mean to give that as the whole conversation between me and Mr. Wheeler on that occasion. I stated debts and didn't use the word judgments



X.Q.-- Is it not a fact that in the year 1886 you purchased a lot of cattle from J.M.Wheeler, drove them to Kentucky, came back and reported that you were robbed and refused to pay for the cattle, and that after that time Mr.Wheeler wouldn't have anything to do with you?

Obj.-- Objected to because immaterial.

Orr & Irvine and L.T.Hyatt,

A.-- I did buy some cattle from Mr.Wheeler in 1886 or 1887, I think in 1886. I did drive the cattle to Kentucky and came back and reported that I was robbed, and I was robbed, I had no money to pay him for the cattle then but I paid him along as I could. I first let him have a bay horse, and I let him have some whiskey and some brandy, and I let him have a lot of lumber, I disremember the amount of lumber. It was lumber that he built a house with down there, and also let him have some lumber that he let Lewis have. I had dealings with Mr.Wheeler after ~~this~~ I came back from Kentucky. After Mr.Wheeler's death I still owed a balance on the cattle debt. I made a contract with his administrator, O.R.Kesterson, to pay him the balance in cedar poles, delivered at Powells River Switch, and I carried out my part of the contract I do not know whether I took enough to pay the whole balance or not.

X.Q.-- After coming back and failing to pay Mr.Wheeler for the cattle did you ever have a single transaction with him of any kind, except to make payments on said debt, and was not Mr.Wheeler very angry with you?

A.-- I think I bought goods from ~~it~~ <sup>him</sup> at his store. When I met him the first time after I came back from Kentucky he spoke very short to me, and I talked to him and reasoned the matter with him, and we parted that way. The next time I met him he seemed alright and from that on he seemed as freindly as he ever was.

X.Q.-- Is it not a fact that instead of being robbed, as you state you state above, that you took the money for which you sold said cattle and paid it to Bice in Tennessee on land?

A.-- ~~xxxx~~ It is not a fact.

Obj.-- the foregoing question and answer is objected to because immaterial.

Orr & Irvine and L.T.Hyatt.



X.Q.-- Didn't you also report when you came back from Kentucky, to Mr. Wheeler that you had left 25 catt~~le~~ out there unsold, when in truth and in fact the man you left them with had advanced you all they were worth and more too?

Obj.-- Objected to as immaterial.

Orr & Irvine and L.T.Hyatt.

A.-- I did ~~xxxxx~~ report that I had left 25 cattle, and I did leave them, but the man I left them with did not advance me all they was worth nor more than half they were worth, but I never got any more out of them.

X.Q.-- ~~xxx~~ An hour or two ago, in the Courthouse here in Jonesville didn't you tell ~~xxxxxx~~ J.M.Wheeler that you didn't know anything in this case, or words to that effect?

A.-- No, I did not tell him that. He asked me if I knew anything about the Baylor judgment and I told him <sup>I</sup> did not, He said they wanted to prove something about the Baylor judgment, that is they way I understood him.

X.Q.-- Did you ever hear Mr.Wheeler, in the conversation that you have detailed as having had with him, mention the judgment of C.E. Baylor, or any other particular person against L.D.Fulkerson?

A.-- I never heard him say anything about a judgment of C.E.Baylor or any other particular person. All he said was debts or judgments about the Daugherty estate. He named about Dow being the administrator of the Daugherty estate.

Re-Examination.

Q.-- How far in Tennessee do you live from the Lee County line?

A.-- Not over one mile.

Q.-- How far is that from this Chadwell land that you have been asked about?

A.-- About five miles, or hardly that far.

Q.-- How did you happen to come to Jonesville on last Thursday?

A.-- I came up on last Wednesday on business of my own and staid here until late in the evening Thursday.



Q.-- I will ask you, if you did not come into the office of Orr & Irvine with Mr. Hyatt last Thursday and there you and Mr. Hyatt and myself (R.T. Irvine) had a talk about this matter, and reply to questions of Mr. Hyatt and myself, if you did not then tell us in substance just what you have told to-day on the witness stand?

Obj.-- Objected to because immaterial.

C.T. Duncan and B.H. Sewell.

A.-- Mr. Hyatt asked me Wednesday night at the Hotel to go to your office with him the next day that he wanted to have a talk with me there. I went with him next day and in the presence of you and him and Judge Orr, in response to questions asked me, I told just about what I have told to-day.

Q.-- Did you not at that time say that Mr. Wheeler referred to judgments having gone against Mr. Fulkerson in the conversation you have detailed with Mr. Wheeler?

Obj.-- Objected to because immaterial and irrelevant, and because the witness has already gone over in chief or on cross examination, or has had the opportunity on examination in chief or the cross examination to tell everything about how, when, where and to whom he gave the information which led to his being used as a witness.

C.T. Duncan and B.H. Sewell.

A.-- I think it did.

Q.-- I will ask you if you knew last Thursday, or if you know now what bearing if any your evidence has in this suit?

Obj.-- Objected to because immaterial and irrelevant, and because the witness has already stated that he supposes that he was used because he would be beneficial to the case (of the plaintiff)

C.T. Duncan and B.H. Sewell.

A.-- I would suppose it would have a bearing, but I don't know what bearing it would have with a judge or a jury.

Q.-- What I meant is, do you know who your evidence will benefit or hurt, if any one?

A.-- I couldn't state that.

Q.-- Do you know now, or did you know last Thursday, whether or not there was any judgment in favor of C.E. Paylor involved in this litigation?



15  
Obj.-- Objected to because immaterial and irrelevant, and because it is no part of the re-examination on the cross examination.

C.T.Duncan and B.H.Sewell.

A.--I do not know now, nor did I know last Thursday.

Q.-- The fact is, is it not, that you made your statement as being facts as you remembered them, without knowing what the suit is about?

Obj.-- Objected to because leading, suggestive of the answer and because immaterial.

C.T.Duncan and B.H.Sewell.

A.-- Yes.

Re- Cross examination.

Q.-- Have you staid here since last Thursday for the purpose of being a witness in this case?

A.-- I have not been here since last Thursday until to-day. I have been at home at work. I was summoned here last Thursday to come back here to-day.

Q.-- Who paid your expenses, or, are to pay them, for coming back here from the state of Tennessee to be a witness in this case?

A.-- I paid them myself, and I have had no contract with anybody else to pay them, I had business of my own here to-day any way.

Q.-- You state in answer to question propounded to you on your re-direct examination, that you don't know who is to be benefited by your testimony, did you not expect it to be beneficial to the side represented by Mr.Hyatt, Judge Orr and Mr.Irvine, and to be injurious to the Wheeler interests?

A.-- I reckon Mr.Hyatt and Judge Orr and Mr.Irvine thought it would be beneficial to their side, but I can't tell what effect it will have.

Re-re-direct examination.

Q.-- I will ask you if you knew until this afternoon, when you went on the witness stand, that the Wheeler heirs were directly interested in this case?

A.-- I did not.



The further taking of these depositions is adjourned till to-morrow Tuesday March 12th, 1901, to the same place, at 10 A.M.

Geo. P. Cridlin  
Notary public.

Met pursuant to adjournment at the office of C.T.Duncan in the town of Jonesville on Tuesday March the 12th, 1901, at 10 o'clock A.M.

Geo. P. Cridlin  
Notary public.

Re Re Cross Examination.

Q.-- In your answer to the question propounded to you on your re-re-direct examination, <sup>you stated</sup> that you did not know until this (yesterday) afternoon, when you went on the witness stand that the Wheeler heirs were directly interested in this case. What did you suppose then was the reason why the counsel consulting you were enquiring about Mr.Wheeler's purchase of that land?

A.-- They did not explain that they were directly interest in it. They named several parties that were interested, Mrs. Elys, the Wheeler heirs and Mrs. Hattie Fulkerson. I did know who they were really representing.

Q.-- Did they mentioned these parties as being interested at the time you had the conversation with them, as detailed by you in Judge Orr's office?

A.-- I think they did, ~~the~~ and the sheriff when he summoned me as a witness read over to me the names of these parties.

Q.-- Then you did know before you went on the stand on yesterday that Wheeler's heirs were interested, did you not?

A.-- I supposed they were by what J.M.Wheeler said to me up at the Courthouse yesterday evening.

Q.-- Didn't you suppose it at any time before that; didn't you know it at the time you were being consulted by Mr.Hyatt, Judge Orr and Mr. Irvine?

A.-- I supposed they were interest when the sheriff read the summon to me. I also supposed when said attorneys were consulting with me



that said heirs were interested but I did not know how.

Q.-- You were summoned to testify as a witness for the plaintiff, and against the defendants, were you not?

A.-- I was.

Re-Re-Re direct Examination.

Q.-- In your conference with us as attorneys, Messrs Hyatt, Orr and Irvine, last Thursday, I will ask you whether or not it was explained to you in any way what the purpose of this suit was?

A.-- It was not.

Q.-- As I understand, you did not know then how the Wheeler heirs were interested, if at all?

A.-- I did not.

Q.-- You did not know at that time whether we, as attorneys, were representing <sup>interests</sup> opposed to the Wheeler heirs, if they were interested, or in their favor, did you?

Obj.-- This question is objected to because it is only a repetition of the same question which has been substantially asked and answered by the witness two or three times already.

C.T.Duncan and B.H.Sewell.

A.-- I did not. They didn't explain themselves as to who they were representing.

Re-Re-Re- Cross Examination.

Q.-- Did you not know that Mr.Hyatt was the man who had you summoned and that you were summoned for the plaintiff?

A.-- I supposed it was him or Mr. Irvine or some of them. When the sheriff come I wasn't thinking about a summons, and he summoned me for the plaintiff.

Q.-- Didn't that summons tell you that the Wheeler heirs were defendants?

Obj.-- Objected to because the summons will show for itself and is the best evidence.

L.T.Hyatt and Orr & Irvine, *atty.*

A.--I was fixing to settle my bill when the sheriff came in and summoned me and when he read the summons I was not paying much attention being busy settling my bill, and I don't know that I thoroughly understood it, but I know he said he summoned me for the plaintiff.



It seemed to be a little hard for the sheriff to read the summons.

Q.-- Did you understand any of the parties who were defendants, if so whom did you understand to be defendants?

A.-- He read them all together, Mrs. Fulkerson the Wheeler heirs, the Ely heirs. These are the parties that I remember of his naming.

And further this deponent saith not.

Wit. 2 days \$1.00  
60 mi \$2.40  
\$3.40

Y. B. B. W. Chert

No other witness being present the further witness being present the further taking of these depositions is adjourned to the office of L.T.Hyatt in Jonesville, Virginia, on the 13th day of March, 1901.

This the 11th day March, 1901.

Geo. P. Cridlin  
Notary public.

Met pursuant adjournment on the 13th day of March, 1901, at the office of L.T.Hyatt in Jonesville, Virginia.

This the 13th day of March, 1901.

Geo. P. Cridlin N.P.

Present R.T.Irvine and L.T.Hyatt attorneys for plaintiff and cross plaintiffs;

C.T.Duncan and B.H.Sewell attorneys for adult defendants and C.T.Duncan guardian ad litem for the infant defendants.

E.H.Barber a witness of lawful age being duly sworn deposes as follows:

Q.1. By Counsel for plff. and Cross plffs.-- Are you the E.H.Barber whose deposition was taken on the 31st day of October 1900, at the office of C,T,Duncan in Jonesville, Virginia to be read as evidence in this case?

A.-- I am.



19

Q.2.For Same.-- Mr. C.N.Morgan in his deposition taken on the second day of March, 1901, in answer to question 4 states that since the institution of this suit, he wrote ~~to~~ you to know what you knew about the purchase by Joseph Thomas ~~to~~ <sup>from</sup> L.D.Fulkerson and that he asked you particularly in reference to whether or not Mr.Thomas had a title bond from Mr.Fulkerson for the 3 acre mill tract of land mentioned in this suit. He says you answered him and stated that if Mr.Thomas had a title bond from Fulkerson that you knew nothing of it and had never seen such a bond; now I will ask you to state if you did write to Mr. Morgan what you said to him in your letter as you remember?

A.-- Last January a year ago I received a letter from Mr.Morgan asking me if I knew anything about the contract between Mr.Joseph Thomas and L.D.Fulkerson about that mill property. Some little time afterwards I got a young man to write the letter for me to Mr.Morgan and just referred him to Charles Thomas, as he knew more about the contract than I did, and what had become of the Thomas papers &c.

~~Obj.--~~  
Obj.-- The testimony of this witness is object to for the reasons stated in the objections to his testimony when it was previously taken.

C.T.Duncan and B.H.Sewell attys.

Q.3.For same.-- In the letter which you wrote to Mr.Morgan did you tell him that if Mr.Thomas had a title bond from Mr.Fulkerson you knew nothing of it or words to that effect?

Obj.-- Objected to because that identical question has just been asked the witness and he answered it in a way satisfactory to himself.

C.T.Duncan and B.H.Sewell, atty.

A.-- I did not tell anything about it.



Q.4. For same,-- Did you tell him that you knew nothing of such a bond, in that letter?

A.-- I didn't write him anything about the bond, I just told him in the letter to refer to Thomas as Thomas knew more about it than I did.

Q.5. For same.-- Who was it if you remember, wrote the letter to Mr. Morgan for you?

A.-- I disremember who it was, it was some young fellow there at the station. I can't write very well myself and I asked him to write for me, just a few lines to Mr. Morgan.

#### Cross Examination.

Not waiving the objection to the competency of this witness made at this time and on the taking of his former deposition, but subject to said objection, the defendants now proceed to cross examine him.

X.Q.1.-- You state that last January a year ago you received a letter from Mr. Morgan asking you if you knew anything about the contract between Mr. Joseph Thomas and L.D. Fulkerson about the Mill property, and that a short time thereafter you got a young man to write a letter for you to Mr. Morgan and referred him to Charles Thomas as he knew more about the contract than you did and what had become of the Thomas papers &c. Now is that all you wrote Mr. Morgan in that letter?

A.-- It is all that I remember of writing or having written to him.

X.Q.2.-- Were you and Mr. Morgan friends and friendly with each other at the time you wrote said letter?

A.-- We were always good friends as far as I know. We had a heap of dealings with one another.



X.Q.3.-- Then Mr. Harber, when Mr. Morgan asked you in his letter if ~~you~~ you knew anything about the contract between Mr. Thomas and Mr. Fulkerson and you answered his letter, why did you not tell him what you knew about it?

A.-- I wrote to him that I didn't know anything about the contract between Mr. Thomas and Mr. Fulkerson and referred him to Charles Thomas.

X.Q.4.-- In Mr. Morgan's letter, in addition to asking you what you knew about the contract between Thomas and Fulkerson, did he not expressly ask you whether or not Mr. Thomas had a title bond from Mr. Fulkerson for said land, and did you not reply to him that if he did you knew nothing of it and that if there was such title bond it was among Mr. Thomas' papers, that Charles ~~Thomas~~ Thomas took charge of those papers after the death of Mr. Thomas and that if there was such a bond he would know about it or ~~or~~ words to that effect?

A.-- I have no recollection of his asking me if Mr. Thomas had a title bond from Mr. Fulkerson for the land. I never wrote anything about a title bond, or anything about one being among Mr. Thomas' papers. I told him to write to Charles Thomas, that he used to keep Mr. Thomas papers after his death, and that he would probably know more about it, that I knew nothing about the contract between Mr. Fulkerson and Mr. Thomas.

X.Q.5.-- Well, if you had seen a title bond from Mr. Fulkerson to Mr. Thomas for said land, why did you write to Mr. Morgan that you knew nothing about the contract between them?

A.-- I had seen the bond, but I did not know what Thomas was to give for the land, or anything about the contract *See your former deposition*

X.Q.6.-- In your answer to question 8 on your cross examination <sup>^</sup>



22

which question was in these words: " Did you read said title bond"?

Did you not answer: "I don't know that I did, but Mr.Thomas read it to me and told me the trade he had made"

A.-- I disremember. I don't think I ever read the title bond. before I went in partnersip with him in the mill Mr.Thomas did read it to me several times, and told me the trade, but I don't remember how much he was to give for it.

X.Q.7.-- Did said title bond, that you say Mr.Thomas showed you, or read to you, contain any of the terms of the contract between him and Mr.Fulkerson?

A.-- I disremember whether it did or not.

X.Q.8.-- What was the date of said bond that Mr.Thomas read to you?

A.-- I disremember the date, I never paid much attention to it. He was a very strict old man and I took his word for it.

X.Q.9.-- I believe you state that you bought a half interest in said property. Did you get a title bond for it from Mr. Thomas?

A.-- I never did.

X.Q.10.-- Was there any name to that bond?

A.-- I disremember; to the best of my recollection though, Mr. Fulkerson's name was to the bond.

X.Q.11.-- According to your recollection was Mr.Fulkerson's name used in the beginning of the bond or at its close?

A.-- I disremember about that.

X.Q.12.-- In the letter which you say you had written to C.N. Morgan, was your name signed to by yourself or by the young man who wrote it for you?

A.-- The young man who wrote the letter signed my name. I just told him to sign the letter.



Re Direct Examination.

Q.-- If you wrote Mr.Morgan that you knew nothing of the title bond or contract between Mr.Fulkerson and Mr.Thomas, if I understand you you ment that you did not know where such a bond was then or did not remember its contents and did not mean to tell Mr.Morgan that there never was such a bond or contract in existence, Am I correct?

Obj.-- This question and any answer thereto is objected to because the witness has stated positively that he did not so write to Mr.Morgan. He has repeated this declaration in his examination in chief and on his cross examination, and now he can't be heard to say what he ment by so writing as is attributed to him in the question. Second, because said question is leading and tells the witness what he is expected to say he ment.

C.T.Duncan and B.H.Sewell, attys.

A.-- I didn't mean to tell him that there was no such bond. What I ment to tell him, was that I did not know anything about the bargain between them.

Obj.-- The foregoing answer is objected to because the witness cannot be heard to explain what his meaning was in the words he wrote.

C.T.Duncan and B.H.Sewell, attys.

And further this deponent saith not.

wrt. 2 days \$1.00  
180 miles \$7.20  
\$8.20

~~Exhibit~~



Nancy J. Harber another witness of lawful age being first duly sworn deposes as follows:

Q.1. By counsel for plffs. and Cross plffs.-- Please state your age and residence?

A.-- I am 48 years old. Reside at Grays, Knox County, Kentucky.

Q.2. for same.-- Did you formerly live in Lee County, Virginia if so when and for how long?

A.-- I was born and raised in Lee County. After I was married, about 23 years ago, we moved to Kentucky, lived there a while, and moved back to Lee County and staid two years, then moved back to Kentucky again and have lived there ever since.

Q.3. for same.-- Are you the wife of E. H. Harber?

A.-- I am.

Q.4. for same.-- What relation were you to Joseph Thomas, now deceased?

A.-- I am his daughter.

Q.5. For same.-- Did you know L. D. Fulkerson?

A.-- I knew him when I saw him, but was not well acquainted with him.

Q. 6. For same.-- ~~Did you~~ Are you acquainted with the property, called in this suit the "3 acre Mill tract" which your father bought from L. D. Fulkerson?

A.-- I am acquainted with <sup>it</sup> we lived on it.

Q.7. For same.-- Do you know whether the said L. D. Fulkerson executed to your father a title bond for said property?

Obj.-- The foregoing question and any answer thereto by this witness is objected to as evidence. She has shown herself to be a daughter and one of the heirs at law of Joseph Thomas deceased who was a party to the contract with L. D. Fulkerson for

the purchase of the said property.



the purchase by the said Thomas of the said Mill lot of land and L.D.Fulkerson the other party to said contract is dead, incapable of testifying, and this witness stands in the shoes of Joseph Thomas the other party to said contract and whose interest is adverse to the interest of the said L.D.Fulkerson it is therefore incompetent.. Said question is further objected to because leading.

C.T.Duncan and B.H.Sewell, attys.

A.-- I don't know, I never saw it, but I always heard father talk about the bond.

Obj.-- The answer of the witness to the foregoing question is objected to because it is hearsay and because it is a claim by said Thomas and his children and heirs that is self-serving.

C.T.Duncan and B.H.Sewell attys.

Q.8. For same-- Please tell what you heard your father say in regard to said ~~title~~ title bond?

Obj.-- Objected to first, for the reason stated in the two last objections just above, second, because the witness has said nothing about a title bond and the suggestion of the word title before the word bond is leading and suggestive to the witness of the answer desired by giving the name <sup>to</sup> of the bond which she does not give it.

C.T.Duncan and B.H.Sewell attys.

A.-- I don't know what all I have heard him say about it, it has been so long. I have heard him say several times that he had a title bond that was as good as a deed, or good for a deed, I heard him say that to his neighbors.

Q.9.-- For same,-- Did your husband have any interest in said Mill property?

A.-- He had an interest in the saw mill.



Q.10. For same,-- Was the saw mill on the land purchased by ~~the~~ your father from Mr. Fulkerson?

Obj.-- Objected to because the question don't fix and define whether he is asking about a saw mill that was on the property when Mr. Thomas purchased it or one that was erected on it afterwards.

C.T. Duncan and B.H. Sewell, attys.

A.-- It was not on the land when father bought it. Directly after father bought the place we moved there and the saw mill was put up that fall on said mill lot. We moved there in September, but I don't remember the year now.

Q.11.- For same,-- Did you ever read this title bond yourself or hear it read, if so please state as nearly as you can recollect the contents of it?

A.-- I ~~don't~~ never read it, and don't recollect of hearing it read. I just recollect hearing my father talk about it.

~~Q.12. For same.--~~

Obj.-- The foregoing answer is objected to for reasons given above.

C.T. Duncan and B.H. Sewell. attys.

#### Cross Examination.

~~Q.13. For same.--~~ Counsel for the defendants not waiving their objections to the competency of this witness but relying and insisting thereon, and here saving all the benefits of said objection, now proceed to cross examine said witness subject to said objections.

X, Q1.-- How long was it before the death of your father that you heard him speak of having a title bond from L.D. Fulkerson?

~~Ans.~~



A.-- I don't know exactly how long it was.

X.Q.2.-- How long before the death of your father did you move back to Virginia and settle on said mill lot of land?

A.-- We moved there in September and he died the next August.

X.Q.3.-- To whom did you ever hear him mention having a bond on L.D.Fulkerson?

A.-- I have heard him talk to several of the neighbors, Mr. Burchett (Brit Burchett) was one of them, and a Mr. Rolland, I don't know which Mr. Rolland it was, there were several of them.

Q.4.-- Is this all the neighbors that you ever heard him speak about it to?

A.-- That is all I recollect of.

X.Q.5.-- Where was he when he spoke about it?

A.-- In the porch at his house, where he lived.

X.Q.6.-- How come him to be talking about it?

A.-- He and the neighbors were just talking about the land, I don't know how they begun it.

X.Q.7.-- Who took charge of your fathers papers after his death?

A.-- Brother Charlie.

And further this deponent saith not.

*Wit. 2 days. \$1.00  
180 miles \$2.20  
\$3.20*

*Nancy J. Harber*

Virginia, Lee County, to-wit:

I, Geo. P. Cridlin, a notary public in and for the County of Lee and State of Virginia, do certify that the foregoing depositions of G.B. Burchett, E.H. Harber and Nancy J. Harber, were taken, sworn to and subscribed before <sup>me</sup> at the times, places and for the purpose in the caption mentioned.

Given under my hand this the 13th day of March, 1901.

*Geo. P. Cridlin*  
Notary public.



Eliza A. Taylor  
vs. } Depositions

Hattie A. Fulkerson et al.

Received from Geo P  
Cridlin the N.P. before  
whom taken & filed  
March 15<sup>th</sup> 1901.

A.B. Munsey Clk

3. (12)

Depositions of  
G. B. Burchett \$3.40.

E. H. Harber \$8.20

Nancy J. Harber \$8.20

Notary Geo. P. Cridlin  
fee for taking these  
depositions. Plus \$5.25



May 2nd, 1904.

O.B. Hollingsworth,

Supt. C.V. Div.,

Dear Sir:

The railroad strip of land was sold on Saturday and purchased by C.E. Kesterson at \$2250.00. I bid for the strip together with its improvements \$500.00, and the next bid was by Mr. Kesterson \$500.00. Then the next bid was by Mr. Kesterson himself, \$1000.00. The next was by his brother-in-law, J.M. Wheeler, \$1500.00. They then bid against each other until they reached the \$2250.00.

The judgments against L.D. Fullerson which affected the Wheeler lands amounted to \$2250.00 and their object was to make the railroad strip bring enough to relieve their lands from the said judgments. I had a long talk with Mr. Kesterson and Mr. Wheeler both before and after the sale. I told them that if the ~~land~~ purchase made by them was confirmed, I would give them a fair price for this property. If they refused to take a fair price, I would condemn the land with the property on it, and in the mean time, if the sale was confirmed to them, I wanted them to give us permission to run over the tract until condemnation could be had. This they readily agreed to upon the payment to them of a fair rental. However, Mr. Kesterson said to me that he wanted us to get together and make a fair settlement and he would convey the road to us as soon as it was confirmed to him. Of course this would be better, if it can be done, but I have no idea in the world that they will take anything like a fair price. I intended to run the strip of land as high as \$450.00, but when they bid over me on their first bid, I declined to bid any more. I will make arrangements with Mr. Kesterson to



come to see you at an early date.

Very truly yours &c.

Attorney.

CARBON COPY



Virginia, Lee County, to-wit:

I, H.C.T.Ewing, County Clerk for Lee County, in the State of Virginia, do certify that C.T.Duncan this day personally appeared before me and made oath that on the 30th day of April, 1904, and after the railroad strip of land directed to be sold in the chancery cause of Eliza A.Taylor vs. Hattie A.Fulkerson Admr~~x~~. et al, had been sold at which said sale C.R.Kesterson became the purchaser, or highest bidder, he had a conversation as the attorney and agent of the Louisville & Nashville Railroad Company with said C.R.Kesterson, in which it was agreed that as soon as said sale to the said Kesterson was confirmed that the said Kesterson and himself were to go to the office of said Railroad Company in Middlesboro, Kentucky and attempt to adjust and settle the matter on terms satisfactory to both the railroad Company and said Kesterson, and that in the meantime, and until such settlement could be made or until the railroad Company could take the necessary steps to condemn said land with the improvements on it, that the said railroad Company was to have the privileges of running and operating its locomotives and cars over and upon said strip of land, said Company paying a reasonable rental for the use of the same, said Kesterson expressly declaring that it was not his purpose to stop the running of trains over said road, the said Duncan further made oath that he notified O.B.Hollingsworth, Superintendent of the Cumberland Valley Division of which the Vanoy Railroad strip is a part, of the agreement between himself and the said Kesterson as will more fully appear by a copy of said letter which is filed with this affidavit, that to this letter said Hollingsworth replied that he would be glad to meet Mr. Kesterson and the said Duncan at any time arranged upon between them, and the said Duncan further states that he gave Mr. Kesterson notice of this fact on on yesterday morning, May 23rd, before said transfer of his bid was made by said Kesterson to C.F. Eager, and said Duncan further stated on oath that he relied upon this agreement and but for this would before this time have taken steps to condemn said land for railway purposes.

Given under my hand this the 24th day of May, 1904.

H.C.T. Ewing Clerk.



Eliza A. Taylor

vs { affidavit  
of  
C. F. Duncan

Walter A. Tucker et al

---

Filed May 24 - '04

H. C. T. Ewing  
Clerk



*by their counsel*

The deposition of E. I. Harber, taken by consent of parties at the  
office of C. T. Duncan in the town of Jonesville, ~~XXXX~~ *on the 31st day of October, 1900.* before me, *H.*

*L. Woodward, a Comm. in Chy. for Lee Circ. Court,*  
*on behalf of plffs & cross-plaintiffs*  
to be read as evidence in the chancery cause of Eliza A. Taylor against  
Hattie A. Fulkerson and others.

Present J. W. Orr and L. T. Lyatt, of counsel for plaintiffs,  
and C. T. Duncan, of counsel for defendants.

E. I. Harber as witness being first duly sworn deposes and says:

Q. 1.-- For Complainants and cross-complainants,-- Please state your  
age, place of residence and occupation?

A.-- I am 51 years old, reside at Gray's Station, Knox County, Kentucky,  
I am a blacksmith and carpenter.

Q. 2.-- Did you know Joseph Thomas in his life time, and what relation  
are you of his?

A.-- I knew him. He was my father-in-law.

Q. 3.-- Were you acquainted with L. D. Fulkerson?

A.-- I was.

Q. 4.-- Are you acquainted with the "three-acre" tract of land known as  
the old Chadwell mill property, which the said Thomas purchased from  
the said Fulkerson at one time?

A.-- I am.

Q. 5.-- Did you ever have any interest in same and if so what?

A.-- I had a half interest. Thomas first bought the mill, and then  
I went there and put up a dwelling house and a mill house, also put  
in a circular saw-mill, and for this work Thomas gave me a half interest  
in the property.

Q. 6.-- Please state whether or not said Thomas had a title bond from  
Fulkerson for said mill property?

xx Obj.-- The foregoing question and any answer thereto are objected  
to because L. D. Fulkerson and Joseph Thomas are both dead and this wit-  
ness having shown by his answer to the foregoing question that he was  
the owner of a half interest in said property, he is incompetant to tes-  
tify against the interest of the said L. D. Fulkerson, or Joseph Thomas  
or their vendees, or the vendee of either of them.

C. T. Duncan.



have  
A.-- He had the title bond, I saw him with it.

Q.7.-- Did you know the date of said bond, or anything of its whereabouts at the present time?

Obj.-- Objected to for the same reasons stated above.

C.T.Duncan.

A.-- I don't know the date of the bond, and I do not know anything of its whereabouts ~~xxxx~~ now.

Q.8.-- If I understood a remark made by you a moment ago, you were living in Kentucky at the time of the purchase by Thomas from Fulkerson of said property, and afterwards moved here and acquired an interest in said property. Is this correct?

A.-- That is correct.

Cross Examination.

The Defendants not waiving the objection to the testimony of this witness, on account of his incompetency, but relying and insisting thereon, now proceed to cross examine him.

X.Q.1.-- Where were you living when Mr.Thomas purchased said mill property from L.D.Fulkerson and how long had you been living there?

A.-- I was living in Knox County,Ky., had been there about five years.

X.Q.3.-- What year did you go to Kentucky in?

A.-- 1877.

X.Q.5.-- In what year did you come back from Kentucky?

A.-- I came back here about 16 years ago and bought an interest in the mill.

X.Q.4.-- How long had you been back here when Joseph Thomas died?

A.-- About two years.

X.Q.5.-- When did you first see the title bond of which you speak?

A.-- It was a few days after I came back, about 16 years ago.

X.Q.6.-- In what month did you come back?

A.-- Don't exactly recollect.

X.Q.7.-- Was it in the Spring, Summer, Fall or Winter?

A.-- It was in the Fall.

X.Q.8.-- Did you read said title bond?

A.-- I don't know that I did, but Mr.Thomas read it to me and told me the trade he had made.



X.Q.9.-- What did Mr.Thomas pay for said property?

A.-- I don't know that I remember.

X.Q.10.-- When did you last see said title bond?

A.-- I don't recollect.

X.Q.11.-- Did you ever see it but the one time?

A.-- I think I saw it at different times. I know I saw it more than once.

X.Q.12.-- In whose possession was it when you saw it each time?

A.-- It was in Joseph Thomas' possession.

X.Q.13.-- I how come him to show it to you more than once?

A.-- I don't recollect now how,--he would very frequently show me his papers, notes &c.

X.Q.14.-- Did he carry it around with him?

A.-- No, Sir, I never saw him with <sup>it</sup> away from his house. He generally kept it in his bill book there at the house.

X.Q.15.-- Where were you living at the time Joseph Thomas died?

A.-- I live on that property, <sup>in</sup> the house that I built.

X.Q.16.-- Did you ever see the title bond of which you have spoken after Mr.Thomas' death?

A.-- I never did.

X.Q.17.-- Do you know what became of Mr. Thomas papers after he died?

A.-- My understanding was that they were turned over to J.M.Morgan, administrator.

X.Q.18.-- Is your wife ~~xi~~ who was a daughter of Joseph Thomas, living or dead?

A.-- She is living.

X.Q.19.-- What disposition did you and your wife make of your respective interest in said mill property?

A.-- After Mr.Thomas' death myself and my wife purchased the interest of two of the heirs, and after that we sold our entire interest to C. N.Morgan.

X.Q.20.-- Did you know at the time you sold that neither Joseph Thomas nor his heirs had title to said mill property?



A.-- I was my understnading that they did have title. They had the title bond.

X.Q.21.-- How was said title bond signed?

A.-- I don't remember how it was signed.

X.Q.22.-- Did you not see the signature?

A.-- Don't remember of seeing the signature.

X.Q.23.-- Then I infer that you never read said bond, and only have the word of Joseph Thomas for it, is this correct?

A.-- I never read it, just had his word for, he read it over to me.

X.Q.24.-- How many times di he ever read it to you?

A.-- I don't recollet the number of times, more than once though.

X.Q.25.-- Who got you to come here and testify in this case?

A.-- Mr. L.T. Lyatt.

X.Q.26.-- Who paid your expenses here and to return?

A.-- Mr. Lyatt.

X.Q.27.-- As said bond was read to you, what if anything did it bind Mr. Fulkerson and Mr. Thomas each to do?

A.-- The way I understood it, it bound Mr. Fulkerson to make Mr. Thomas a deed to the land, and bound Mr. Thomas to pay the amount he had promised to give for said property.

And further this deponent saith not.

*Witness claims,  
one day .50 its  
166 ml 86.4  
7/14*

*E.H. Harker*

A.B. Munsey another witness of lawful age being duly sworn deposes as follows:

Q.1.-- What is your official position?

A.-- I am Clerk of the Circuit of Lee County, Virginia.

Q.2.-- I hand you an attested copy of the deposition of L.D. Fulkerson, taken before A.M. Goins Commissioner in the cause of Nannie Barber and others against John M. Morgan admr. and others lately pending in said Court and ask you to file it with your deposition as a part thereof marked "A.B.M."

Obj.-- The foregoing question and any answer thereto, as well as said copy of said deposition are objected to as evidence in this cause



because said defendants were not parties to said suit and are in no way bound by the testimony of said Fulkerson in said cause and said deposition as to them is at most only hearsay.

C.T.Duncan.

A.-- I file the same marked as requested.

Q.3.-- Will you please examine said chancery cause and state as nearly as you can the date said deposition was taken?

A.-- I will. It was taken

Q.4.-- I will ask you to make a copy of a ~~XXXXXX~~ bond executed by Joseph Thomas to L.D.Fulkerson on the 3rd day of September, 1883 for the sum of \$150.00, due November the 10th, 1884, on the back of which is an assignment by L.D.Fulkerson, dated November 26th, 1884 to H.C.T. Richmond, for value received, and a receipt by Richmond to Morgan admr. in full payment, and mark same x "A.B.M.No.2"

Obj.-- Objected to because irrelevant and immaterial.

C.T.Duncan.

A.-- I will make said copy and file it marked as requested.

Q.5.-- State in whose hand-writing if you know, said note is.

A.-- I am not acquainted with the handwriting.

And further this deponent saith not.

*Witness claims is o.k. A.B. Munsey*

Virginia, Lee County, to-wit:

I, H.L.Woodward, a commissioner in chancery for the Circuit Court of Lee County, Virginia, do certify that the foregoing depositions of E.I.Harber and A.B.Munsey, were duly taken, subscribed and sworn to at the time and place and for the purposes in the caption mentioned. Given under my hand this the 31st day of October, 1900.

*H. L. Woodward*  
Commissioner in chancery.



Eliza A. Taylor

vs { In chcy.

Hattie A Fulkerson,  
Admr. et al.

Depositions of E. H.  
Harber & A. B. Munsey

Received from H. L.  
Woodward the Comr. in  
Chancery before whom  
taken and filed Oct 31  
1900.

A. B. Munsey clerk

Bill of costs:

Comr. \$1.50

Wro. 7.64

\$9.14



To the Hon. H. A. W. Skeen, Judge of the circuit court for Lee county, Virginia.

The undersigned, who was, by a decree entered on the \_\_\_\_\_ day of February, 1904, by the said court, in the chancery cause therein pending, entitled "Eliza A. Taylor, vs. Hattie A. Fulkerson, et al.", appointed special commissioner for the purpose of making sale of certain real estate in the said decree fully set forth, respectfully reports, that the said sale was duly advertized for four successive weeks, prior to day of sale, in the South West Virginian, a weekly newspaper, published at Jonesville, Lee county, Virginia, a copy of which advertisement is hereto attached and asked to be treated as a part of this report; and <sup>in</sup> addition to the advertisement in said paper, your commissioner had struck off, some 50 to 100 copies of the said advertisement in the form of hand-bills, and sent them by mail to various parties in Lee county, Cumberland Gap and some in Wise county.

Your commissioner further reports, that on the 30th day of April, 1904, (being the day fixed in said notice as the day of sale) at the front door of the court house, of Lee county, between the hours of \_\_\_\_\_ A. M. and \_\_\_\_\_ P. M., in the presence of a large number of citizens, he exposed to sale the land set out in said decree, in the following manner.

1st. He offered for sale the Ely lands, <sup>exclusive of the Vanoy Railroad Strip</sup> and only received

to-wit: one bid therefor, which was a bid of eight hundred dollars (\$800.00) made by the Ely heirs, <sup>Jennie Fulkerson, Cordia Bales, James Ely, William Ely & Catherine Ely</sup> the present owners of the said lands.

The first lien decreed to the said Ely heirs against the said land, amounted, on the day of sale, to thirteen hundred and forty Dollars (\$1340.00) and \_\_\_\_\_ sales. Hence under the decree of sale, I did not require the bidder to pay any costs, commissions, or to execute any notes.

2nd. Your commissioner exposed to sale the Vanoy Road Road strip, and after considerable bidding, C. R. Kesterson made the last and highest bid therefor, to-wit, the sum of twenty two hundred



(2)

and fifty dollars (\$2250.00) and the same was knocked off to him at that price. The said Kesterson paid to your commissioner the sum of seven hundred and fifty dollars (\$750.00) in cash, and executed to me his two notes, due in one and two years from day of sale, for seven hundred and fifty dollars (\$750.00) each, with J. M. Wheeler as security, which your commissioner deems perfectly good.

3rd. Your commissioner exposed to sale the C. E. Fulkerson four acre tract, and after considerable bidding therefor, W. A. Crockett bid therefor the sum of thirty four dollars (\$34.00) which was the last and highest bid, and the same was knocked off to him at that price. The said Crockett paid to your commissioner the sum of \$11.33 and executed to your commissioner his two notes for the sum of \$11.33 each, with C. A. Bales his security thereon which your commissioner deems good.

Both these purchasers expressed a desire, in case these sales shall be confirmed to them, to pay the unpaid purchase money and secure deeds at the coming term of the court in May.

The twenty-two hundred and fifty dollar bid by said Kesterson for the ~~Rail~~ road strip and the thirty four dollar bid by Crockett for the four acre piece, together makes a sum sufficient to pay the costs of the suit and commissions of sale and the Baylor judgment. It was unnecessary therefore to make further sales under the said decree, as only the Baylor judgment constituted a lien on the Wheeler eighty acre tract and one hundred and thirteen and fifty one acre tracts.

Very respectfully submitted.

L. F. Hyatt Com'r.



③ The Louisville & Nashville Railroad Company objects to the ~~disproportionate~~ <sup>to Mr. Eager</sup> supplemental report and the ~~for~~ <sup>the</sup> vesting of ownership in said L. & N. and the awarding of a writ of possession to him, because it says it had <sup>a verbal</sup> agreement with Mr. Hesterman after said strip of land was knocked off to him and before he made his alleged transfer to Mr. Eager by which it <sup>was</sup> ~~was~~ agreed if said aid was accepted <sup>and said aid was conveyed it was</sup> to run over said ~~road~~ <sup>road</sup> with its locomotive and cars, it could condemn said

land or purchase the same <sup>and pay reasonable rental therefor</sup> of which it gave notice to the Attorneys of Mr. Eager before said transfer was made to him and that on account of said arrangement it was prevented from taking <sup>any</sup> ~~any~~ steps to condemn said land which it otherwise would have done

May 24 1946. J. Hesterman for L & N R Co

L. T. HYATT,  
ATTORNEY AT LAW,  
JONESVILLE, VIRGINIA.

Filed May 6 1946

Report of Sale.

Hattie A. Hesterman et al

Eliza A. Taylor  
v { In Chancery.



Virginia, Lee county, to-wit:

I, H. C. T. Ewing, clerk of the circuit court of Lee county, certify that C. F. Eager this day made oath before me in my county aforesaid, that in the matter of the assignment to him by C. R. Kesterson of the rights of the said Kesterson as purchaser of a tract of land, from L. T. Hyatt, commissioner, in the chancery cause now pending in the ~~xxxx~~ circuit court of Lee county, Virginia, of Eliza A. Taylor vs. Hattie A. Fulkerson, et al. he does not pay nor agree to pay, directly or indirectly, to the said Kesterson any bonus or increase in price for said land and his rights in said matter, but that he, the said Eager is the equitable owner of a judgment in favor of the bank of Shawanee, reported as a lien in said cause, and that the assignment to him by the said Kesterson is for the benefit of the said judgment and for Eliza A. Taylor and Maggie J. Carnes, lienors, also in said cause as shown by the records thereof.

Given under my hand this the 23rd day of May, 1904.

H. C. T. Ewing Clerk.



Lee Circuit Court:

Eliza A. Taylor, . . . . .Plff.

vs. (In Chancery.

Hattie A. Fulkerson, et al. . . . . . Deft.

For value received, I hereby transfer and assign to C. F. Eager my bid for a certain tract ~~XXXXXX~~ or strip of land, known as the Vanoy railroad strip, made in the sale, held by L. T. Hyatt special commissioner, in the above styled cause, April 30, 1904, and I sell, convey, transferr and assign to the said Eager, all my right, title and interest, in and to the said tract or strip of land and all my rights both at law and in equity, as the purchaser of said tract of land ~~at~~ said judicial sale, and I hereby authorize and request the court to confirm said sale to the said Eager, and when the purchase money is fully paid to make deed for the same to the said Eager.

Witness my signature and seal, this the 23rd day of May, 1904.

C. F. Eager



Lee Circuit Court:

Eliza A. Taylor, . . . . .Plff.

vs. (In Chancery.

Hattie A. Fulkerson, et al. . . . . . Deft.

To the Hon. H. A. W. Skeen, Judge of the circuit court  
for Lee county, Virginia.

The undersigned, your special commissioner herein begs to report, that since the sale in this cause, held on April 30, 1904, C. R. Kesterson, who purchased one of the parcels of land that sold at said sale, to-wit, the Vanoy railroad strip, has assigned his bid and all his right and interest in said land and all his rights as purchaser, to C. F. Eager, and your commissioner files herewith as an exhibit with this report, a written assignment from said Kesterson to said Eager.

Your commissioner further reports that said Eager is the equitable owner of a judgment reported in this cause in favor of the Bank of Shawanee which is reported as the last lien upon the said piece of land, and the said Kesterson did not receive any increased price or bonus from said Eager, but the transfer was made for the benefit of the plaintiff, Eliza A. Taylor and the defendant, Maggie J. Carnes, and the said Bank of Shawanee, who will get the benefit of ~~any increase in value~~ ~~submitted to him as a result of the sale~~, -1904--- any increased value in the land so purchased.

Respectfully submitted this 23rd day of May, 1904.

L. T. Kyatt  
Special Commissioner.



Special Commissioner.

Respectfully submitted this 23rd day of May, 1904.  
any increased value in the land so purchased.

benefit of ~~Shawnee~~ ~~and~~ ~~the~~ ~~said~~ ~~bank~~ ~~of~~ ~~Shawnee~~ ~~who~~ ~~will~~ ~~get~~ ~~the~~ ~~benefit~~ ~~of~~ ~~the~~ ~~plaintiff~~ ~~Lillie~~ ~~A.~~ ~~Taylor~~ ~~and~~ ~~the~~ ~~defendant~~ ~~increased~~ ~~price~~ ~~or~~ ~~profits~~ ~~from~~ ~~said~~ ~~Essex~~ ~~but~~ ~~the~~ ~~transfer~~ ~~was~~ ~~made~~ ~~said~~ ~~piece~~ ~~of~~ ~~land~~ ~~and~~ ~~the~~ ~~said~~ ~~Keterson~~ ~~did~~ ~~not~~ ~~receive~~ ~~any~~

no bank of Shawnee which is reported as the fact then upon the  
benefitable owner of a judgment rendered in his cause in favor of  
Keterson to said ~~Essex~~ ~~and~~ ~~the~~ ~~said~~ ~~Essex~~ ~~is~~ ~~the~~ ~~benefit~~ ~~of~~ ~~the~~ ~~plaintiff~~ ~~Lillie~~ ~~A.~~ ~~Taylor~~ ~~and~~ ~~the~~ ~~defendant~~ ~~increased~~ ~~price~~ ~~or~~ ~~profits~~ ~~from~~ ~~said~~ ~~Essex~~ ~~but~~ ~~the~~ ~~transfer~~ ~~was~~ ~~made~~ ~~said~~ ~~piece~~ ~~of~~ ~~land~~ ~~and~~ ~~the~~ ~~said~~ ~~Keterson~~ ~~did~~ ~~not~~ ~~receive~~ ~~any~~

*Eleza A. Taylor*  
*vs* *John Chauncy*  
*Hattie A. Fulkerson Adm'r*  
*et al*  
*Supplemental Report*  
*of L. T. Hyatt Comr.*  
*Exhibits*  
*Filed May 24 1904*  
*H. E. Irving Clk.*

The undersigned, your special commissioner herein before to  
for Lee County, Virginia.

To the Hon. H. A. W. Speer, Judge of the Circuit Court  
Hattie A. Fulkerson, et al. . . . . Def.  
vs.  
Lillie A. Taylor, . . . . . Plff.

Lee Circuit Court:



To the Honourable H. A. W. Sheen, Judge  
of the Circuit Court for Lee County, Vir-  
ginia:

Your undersigned special commis-  
sioner in the chancery cause therein pend-  
ing entitled "Eliza A. Taylor vs. Mattie  
A. Fulkerson, Admors et al", by way  
of supplement to his original report  
of sale filed in said cause on May  
16th 1904, respectfully reports that the  
sales made by him as shown by his  
said original report of sale, were  
held on the 30th day of April 1904,  
at the front door of the court-house  
of Lee County, between the hours of  
10 A.M. and 3 P.M. of that day, as  
required by the decree of sale; that  
your commissioner intended to so  
state in said original report of  
sale, but at the time he wrote the  
said report he did not have said  
decree of sale before him, and had  
forgotten the exact hours stated in  
said decree, but as a matter of  
fact the sale was made between  
the hours stated above, and Judge  
Duncan, the attorney for the L. & N.  
R.R. Co. was present at said sale



and made at least one bid for the  
Vauoy Railroad strip of land.

Respectfully submitted

L. S. Kean

Special Commissioner

May 24, 1904.



Elija A. Taylor  
vs { In Chancery  
Hattie A. Fulkerson, Adm<sup>r</sup>  
et al

---

Supplemental Report  
of L. J. Hyatt, Spel<sup>r</sup> Comm.

---

Filed May 24, 1904  
J. H. T. Firing Clk.

---



This Deed made this the 3rd day of April 1888, by and between James W.Orr a commissioner of the Circuit Court of Lee County, Virginia, in the chancery cause pending in said court in which Duff Chadwell now deceased was plaintiff and Achilles Chadwell et als. are defendats, of the one part, and L.D.Fulkerson of the other part, both of the County and State aforesaid, Witnesseth that where as, by a decree entered in said cause at the March term 1879, said commissioner was ordered to sell a certain lot or parcel of land in said cause mentioned owned by the said Archilles Chadwell, and whereas the said commissioner, pursuant to said decree, did, on the 7th day of July 1879 sell said lot or parcel of land at public auction to the said L.D.Fulkerson for the sum of Four hundred dollars , and whereas the said purchase money has been fully paid to said commissioner, or to the creditors entitled thereto, and proper receipts or assignments for the same so far as paid to creditors filed in the cause by said Fulkerson, all of which has been reported to said court by said commissioner and confirmed thereby; And said court on the        day of April 1888, having directed said commissioner by its order, to convey by proper deed, the said lot or parcel of land to said Fulkerson. Now therefore in consideration of the premises aforesaid, I James W.Orr, commissioner as aforesaid do hereby grant and convey, with covenants of special warranty only , unto the said L.D.Fulkerson, the said lot or parcel of land, lying and being in said county and bounded as follows, to wit: Beginning at a Sycamore on the bank of the creek and running thence with lines of the second lot ( in the partition of Daniel Chadwell's land) S 2 W.34 poles to a stake, thence N.70 E 22 poles to a white oak on the bank of the creek, thence N.6 W.24 poles to a stake in a field, thence N.86 W.16 poles crossing the creek below the mill to the beginning. Estimated to contain 3 acres and including the grist Mill. To have and to hold the said lot or parcel of land



together with the appurtenances thereunto belonging, with covenants of warranty aforesaid, unto the said L.D.Fulkerson and his heirs forever. Witness the following signature & seal.

James W.Orr, Commissioner (seal.)

Virginia, Lee County, to wit:

I, J.A.G.Hyatt, clerk of the Circuit Court in and for the county and State aforesaid do certify that James W.Orr whose name is signed to the foregoing deed bearing ~~date~~ this date, this day personally appeared before me in my office and acknowledged said deed to be his act and deed, as commissioner, for the purpose therein mentioned. Given under my hand this 3rd day of April 1888.

J.A.G.Hyatt, Clerk.

Virginia, Lee County, to wit:

In the office of the clerk of said county the 14th day of Oct 1894 this deed was presented and together with the certificate thereto annexed admitted to record.

Teste: S.V.F.Richmond, Clerk.

Virginia, Lee County, to wit:

I, B.M. Morgan  
~~S.V.F. Richmond~~, Clerk of the county court of said county, do certify that the foregoing is a true copy of said deed as the same appears of record in my office in Deed Book No.30, page 481.

Given under my hand this the 20<sup>th</sup> day of Oct., 1899.

*B.M. Morgan Clerk.*



Eliza A. Taylor  
vs  $\frac{3}{2}$  In Chancery.

Hattie A. Fulkerson  
et al.

"Exhibit No. 4."

L. D. Fulkerson

From  $\frac{3}{2}$  Deed

James W. Orr, Comrs.

Clear 53 cts



This deed made and entered into on this the 31st day of August 1894 by and between L.D.Fulkerson and Hattie A.Fulkerson his wife, C.N.Morgan and Mary, his wife, of the County of Lee and State of Virginia, parties of the first part, and C.R.Kesterson, of Cumberland Gap Tenn., party of the second part, Witnesseth that whereas prior to April the 3rd 1888, the said L.D.Fulkerson in the chancery cause of Duff Chadwell against Achilles and others, then pending in the Circuit Court of Lee County, purchased, at a sale therein directed, a tract ~~xxxxxxx~~ or parcel of land containing three acres including a grist mill, which said land was on the 3rd day of April 1888 conveyed to him by James W.Orr, a commissioner appointed for the purpose; and whereas some time thereafter the said Fulkerson sold said tract of land at the price of four hundred and fifty dollars to one Joseph R.Thomas, and put him possession thereof, but failed to make him any deed for the same, and afterwards the heirs of the said Joseph R.Thomas (he having died intestate) sold and conveyed said land to the said C.N.Morgan; and whereas the said Morgan afterwards sold said lot or parcel of land to James M.Wheeler Sr., who fully paid him therefor before his death, but the said Morgan failed to convey said land to the said Wheeler, to whom he delivered the possession and afterwards said lot or parcel of land was laid off and assigned to Mollie Kesterson, wife of the said C.R.Kesterson and a daughter of the said James M.Wheeler, in the partition of his lands among his heirs; and whereas the said C.R.Kesterson has put large improvements on said property, and the said Mollie Kesterson desiring that said property should be conveyed to him, Now in consideration of the premises aforesaid, as well as in consideration of the sum of Four hundred and fifty dollars paid to the said L.D.Fulkerson, the receipt of which is hereby acknowledged the said L.D.Fulkerson and Hattie A., his wife, and C.N.Morgan and



Mary, his wife, have this day granted bargained and sold, and by these presents do convey to the said C.R.Kesterson all that certain lot, tract or parcel of land situated in Lee county, Virginia, and bounded as follows, to wit: Beginning at a Sycamore on the bank of Indian Creek, thence with lines of the second lot in the partition of the lands of David Chadwell, deceased, S. 2 W.34 poles to a stake, thence N.70 e.22 poles to a white oak on the bank of said creek, thence N. 6 . 24 poles to a stake in a field, thence N.86 W.16 poles, crossing the said Creek below the Mill, to the Beginning, estimated to contain three acres, and including the Grist Mill. To have and to hold said lot or parcel of land with all the appurtenances thereunto belonging to him the said C.R.Kesterson and his heirs forever. And the said parties of the first part covenant with the party of the second part that they will warrant generally the title to the lot or parcel of land hereby conveyed Witness the following signature and seals, this the day and year first above written.

L.D.Fulkerson (seal.)

Hattie A.Fulkerson (seal.)

C.N.Morgan (seal.)

Mary A.Morgan (seal.)

Virginia, Lee county, to wit:

I, M.C.Brooks, a Justice of the Peace in and for the county & state aforesaid do certify that L.D.Fulkerson and Hattie A.Fulkerson his wife C.N.Morgan & Mary A.Morgan, his wife, whose names are signed to the writing above bearing date on the 31st day of August 1894 has acknowledged the same before me in my county aforesaid. Given under my hand this the 28th day of September 1894.

M.C.Brooks, J.P.

Virginia, Lee county, to wit:

In the Office of the Clerk of said County the 9th day of Oct.



In the Office of the Clerk of said County the 9th day of Oct.  
1894 this Deed was presented and together with the certificate  
thereto annexed admitted to record.

Teste: S.V.F. Richmond, Clerk.

Virginia, Lee county, to wit:

I, B. M. Morgan  
~~S. V. F. Richmond~~, Clerk of the county court for said county,  
do certify that the foregoing is a true transcript from the records  
of said deed as the same appears recorded in Deed Book No. 30, page  
482 et seq. Given under my hand this the 20<sup>th</sup> day of Oct 1899.

B. M. Morgan, Clerk.



Eliza A. Taylor  
vs.  $\frac{3}{2}$  In Chancery  
Hattie A. Fulkerson et al.

"Exhibit No. 5."

L.D. Fulkerson et al  
vs  $\frac{3}{2}$  Deed.  
C.R. Kesterson.

Clerks 65 cts



This Deed, made this 24th day of December in the year 1897, between C.R.Kesterson of Cumberland Gap, Tennessee, party of the first part, and Mollie Kesterson of Same place party of the second part, Witnesseth:--That for and in consideration of the sum of Twenty Five Hundred Dollars in hand paid, receipt whereof is hereby acknowledged, and the further consideration that the said second party has agreed to assume and pay at maturity a certain promissory note for the sum of about Six Hundred Dollars executed and delivered by first party to J.M.Wheeler on about the \_\_\_\_ day of \_\_\_\_ 189\_\_\_\_, the said first party does grant unto the said party of the second part with General Warranty the following real and personal property, to wit: (1) All his right title and interest in and to the Western half of the following tract of land, viz: Lying and being in Lee County, State of Virginia, near Chadwell Station, and bounded on the North by the lands of Mollie Kesterson, on the east by the lands of John Ball, on the South by the lands of Mollie Kesterson and Frank Susong and on the west by the lands of Mollie Kesterson, containing about 97 and 1/2 acres, and same being the Western half of what is known as the Britton Land, and which was conveyed to J.M.Wheeler and C.R.Kesterson by D.C.Sewell, Commissioner, and for a fuller description of which reference is hereby made to the deed of said Commissioner--Said tract of land has been divided by the said Kesterson and Wheeler, said Wheeler taking the Eastern Half and said Kesterson the Western half, same being divided by a wire fence and rail fence running through the middle of said tract from the Fincastle Road on the North to the Southern boundary, but no partition deed has yet been executed by them (2) A certain tract of land lying in Lee County, State of Virginia, near Chadwell Station, on the Fincastle Road containing about one and 1/2 acres, and same being the land conveyed by W.S.Robinson to first party,



and for a fuller description of which reference is hereby made to said deed; (3) that lot or tract of land situated in Lee County, Virginia, and bounded as follows, to wit: Beginning at a Sycamore on the bank of Indian Creek, thence with the lines of the second lot in the partition of the lands of David Chadwell, deceased, S.3 W.34 poles to a stake; thence N.70 E.22 poles to a White Oak on the bank of Indian Creek; thence N.6 W.24 poles to a stake in a field; thence N.66 W.16 poles, crossing the said creek below the mill, to the Beginning, together with all Machinery and fixtures thereon; (4) The following personal property, viz: two farm wagons, one log wagon, two black horses called Prince and Queen, two bay mules about seven years old, one roan mare, called Roan, one dark bay horse called Rattler, one roan fillie, fourteen shoats, one Reaper & Binder, one mower, one Rake, and all farming tools. The said first party covenants that he has the right to convey the said lands and property to the grantee; that he has done no act to encumber the same; that the grantee shall have quiet possession of the said lands free from all encumbrances, and that he, the said party of the first part, will execute such further assurance of the said lands as may be requisite. In witness hereof he hereto sets his hand and seal, this the day and year first above written.

C.R.Kesterson, (Seal.)

State of Tennessee,

County, of Claiborne, to wit:

I, J.H.Quillen, aNotary Public duly commissioned and sworn for the county aforesaid in the State of Tennessee, do certify that C.R.Kesterson whose name is signed to the within writing bearing date on the 24th day of December, 1897, has acknowledged the same before me in my county aforesaid. Given under my hand and seal, this 24th day of December, 1897.



(Seal.)

J.H.Quillen, Notary Public.

My commission expires on the 23 day of July 1898.

Virginia, Lee County, to wit:-

In the Office of the Clerk of the County Court for said County the 25th day of December 1897, this deed was presented and together with the certificate thereto annexed admitted to record.

Teste: S.V.F.Richmond, Clerk.

Virginia, Lee County, to wit:

I, B.M.Morgan, Clerk of the County Court for said County, do certify that the foregoing is a true transcript from Deed Book No.33, page 516, a record book in my office.

Given under my hand, this the 20 day of September, 1899.

B.M.Morgan, Clerk.



Eliza A. Taylor

vs.  $\frac{3}{4}$  Lu Chauncy

Hattie A. Fulkerson  
*et al.*

"Exhibit No. 6"

C. R. Kestersow

To  $\frac{3}{4}$  Deed

Mollie Kestersow

Clerk 70 cts



H.C.T.Richmond, Admr.7c. vs. J.H.Bales et als.

-----  
Copy of Record.

-----  
Subpoena in Chancery.

-----  
The Commonwealth of Virginia.

To The Sheriff Of Lee County Greeting:

6 We command you to summon J.H.Bales Maggie P.McEwin and  
Allice McEwin To appear at the Clerk's Office of the Circuit Court  
of Lee County, at the Courthouse on the first Monday in February  
next, being rule day to answer a bill in Chancery exhibited in our  
said Court against them by H.C.T.Richmond Administrator of the Es-  
tate of Mary A.Richmond deceased And have then and there this  
writ. Witness, J.A.G.Hyatt, Clerk of said Court at the Courthouse.

This 31<sup>st</sup> day of January 1888, in the 112 year of the Common-  
wealth.

J.A.G.Hyatt Clerk.

-----  
Return.

0 Executed by delivering an office copy of this spa.to J.H.Bales  
Feby.2<sup>nd</sup> 1888.

E.C.Flanary Deputy for S.H.Ewing S.L.C.

-----  
BILL.

C Virginia, Lee county circuit court.

To the Honorable H.S.K.Morrison Judge of said court in chancer-

y.



Humbly complaining your orator H.C.T. Richmond administrator of the estate of Mary A.H. Richmond deceased sheweth unto your honor, that on the 30th day of July, 1885, your orators decedent, sold to one J.H. Bales of said County certain lots, parcels or tracts of land situated in said county, for the price of \$1000.00, Four hundred dollars part of said purchase money being paid down, and for the residue \$600.00 the said J.H. Bales executed his bond, which became due and payable on the 1st day of November 1885, which bond is herewith filed as part hereof marked "A". The land thus sold to said Bales is the same land sold and conveyed to the said decedent, then Mary A.H. McEwin, on the 20th day of March 1883, by Nathan M. Woodward & wife, a copy of which conveyance is herewith filed marked "B". No conveyance of said land was ever made by said decedent to said Bales, and upon the death of said decedent the title to said land vested in Maggie P. McEwin & Allice McEwin ~~and~~ children & heirs at law of said decedent, who are infants, and no part of said bond for said purchase money has ever been paid to said decedent in her lifetime not to your orator since her death, except the sum of \$47.00 paid May 31st 1887, and which is endorsed as a credit thereon.

In tender consideration whereof, your orator prays that the said J.H. Bales, Maggie McEwin & Allice McEwin may be made parties defendants to this bill, and required to answer the same on oath, the said infants by a Guardian ad litem to be appointed for them; and that the said lands be sold to pay the said purchase money, and for all further & general relief. May process issue &c.

Richmond & Orr P.Q.

-----  
"Exhibit "A" with said Bill.  
-----

C



\$600-

On the 1st day of November next I promise to pay Mary A. Richmond Six hundred for value received in purchase price of land. and I hereby waive my right to the homestead and personal property exemption as to this obligation. Witness my hand and seal July 30th 1885-

Witness

J.H. Bales (Seal.)

H.C.T. Richmond.

-----  
Credit Endorsed on Back of Said Bond.  
-----

C May 31st 1887 By Boarding Maggie & Alice to date Forty Seven Dolls.  
\$47.00 by your son Houston.  
-----

Exhibit "B" with said Bill.  
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O This Deed, made and entered into this 20th day of March 1883, by and between Nathan M. Woodward and Mary Eliza Woodward his wife of the County of Neosho State of Kansas of the one part and Mary A. H. McEwn of the County of Lee and State of Virginia of the other part.

Witnesseth that for and in consideration of the sum of one Thousand Dollars cash in hand paid the receipt of which is hereby acknowledged. The said Nathan M. Woodward and Mary Eliza his wife have this day given, granted, bargained, sold and by these presents do convey to the said Mary A. H. McEwn the following lots, parcels or tracts of land situated lying and being in the County of Lee and State of Virginia and about 20 miles west of the town of Jonesville being the same lots or parcels of land laid off and assigned to the said Mary Eliza Woodward in the partition of the lands of



her father the late Hiram Ely Dec'd which partition is of record in the Clerk's office of Lee County Virginia, and bounded as follows to wit, Lot No.1. Beginning at a white oak, Dogwood and small White Oak on the Craig line corner to lot marked No.4 on said Plat of partition and with a line thereof N 28 W 220 poles to a stake on a line of the Craig survey, and with the same N 68 E 12 poles to a stake S 28 E 173 poles to a stake in the Main Road and with the same N 60 E 6 poles to a stake thence S 28 E 40 poles to a stake on the Craig line and with said line S 50 W 20 to the Beginning containing 17 1/2 acres be the same more or less. Lot No. 2 is bounded as follows to wit, Beginning at a sourwood on the top of the Poor Valley Ridge corner to lot marked No.6 on said plat and partition and thence Southwardly along the top of said ridge 8 poles to a chestnut thence <sup>S</sup> 20 3/4 E to the Craig line, and with the same North~~xxx~~eastwardly 8 poles to the corner of the lot adjoining and with a line of the same N 20 3/4 W to the Beginning containing two acres more or less. lot No.3 is bounded as follows to wit:- Beginning at a stake in the Craig line and with said line S 50 W 12 poles to a stake corner to lot No 4 in said partition and with a line thereof S 50 E to the outside line and with N 40 E 14 poles to a stake corner to lot No.6 in said partition and with a line thereof N 51 W to the Beginning containing 9 acres more or less Lot No 4 is bounded as follows to wit, Beginning at a stake on the outside line and with it along the top of the ridge 26 poles to a stake near two poplars corner to lot No 8 of said partition and with a line of said lot N 39 E to a line of lot No.1 of said partition and with said line N 46 W 19 poles to a stake corner to a lot marked No 2 in said partition and with a line of the same S 45 W to the Beginning estimated to contain 7 1/2 acres be the same more or less being the entire interest of the said Mar y



Eliza Woodward formerly Mary Eliza Ely in the lands which descended from Hiram Ely deceased to his children. To have and to hold said lots or parcels of land with all their appurtenances to her the said Mary A.H. McEwn and her heirs forever and the said Nathan M Woodward and Mary Eliza Woodward his wife covenants to and with the said Mary A.H. McEwn that they will warrant generally the land hereby conveyed.

Witness the following signatures and seals this the day and date first above written.

Nathan Woodward (Seal.)

Mary Eliza Woodward (Seal.)

State of Kansas County of Neosho,

I, Wm. T. Dutton a Notary in and for the County of Neosho in the State of Kansas do certify that Nathan Woodward whose name is signed to the foregoing deed dated the 20th day of March 1883 this 10th day of May 1883 acknowledged the same before me in my County aforesaid.

Given under my hand and seal of office this 10 day of May 1883

(Seal.)

Wm. T. Dutton Notary Public

Com will expire May 20, 1886.

State of Kansas County of Neosho to wit:

I, Wm. T. Dutton a Notary Public in and for the County of Neosho in the State of Kansas do certify that Mary Eliza Woodward wife of Nathan M. Woodward whose names are signed to the foregoing deed bearing date on the 20 day of March 1883 personally appeared before me in my County aforesaid and being examined by me privily and apart from her said husband and having said deed aforesaid fully explained to her, she the said Mary Eliza Woodward, acknowledged the said deed to be her act, and declared that she had willingly



executed the same and does not wish to retract it. Given under my hand and seal of office this 10 day of May 1883.

(Seal.)

Wm.T.Dutton Notary Public.

Com expires May 24,/86.

State of Kansas

ss.

County of Neosho

I, J.J.Hurt Clerk of the District Court of said County and State (the same being a Court of record) do hereby certify that Wm T.Dutton, before whom the annexed instrument in writing was Executed, was, at the time of the taking the same a Notary Public in and for said County, duly authorized to take the same, and that I am well acquainted with his hand writing and verily believe the signature attached to said certificate is genuine. In Witness whereof I have hereunto set my hand and affixed my official seal, at Erie in said County this 10<sup>th</sup> day of May A.D.1883.

J.J.Hurt, Clerk

Virginia Lee County Court Clerks Office June the 19, 1883.

The foregoing deed bearing date March 20, 1883, between Nathan M.Woodward and Mary Eliza his wife of Neosho County in the State of Kansas of the first part, and Mary A.H.McEwn of Lee County Va. of the second part, was admitted to record upon the certificate of Wm.T.Dutton a Notary Public for Neosho County State of Kansas.

Teste John R.Gibson Clerk.

-----  
Decree.  
-----

Virginia,

C At a circuit court continued and held for Lee county, at the court-house thereof, on the 4th day of April, 1899.

H.C.T.Richmond Admr.Plff vs.J.H.Bales et als.Defts. In Chy.



L.D.Fulkerson et al Plffs vs. J.H.Bales Deft.-In Chy.

These causes came on to be heard together, upon the bills and exhibits and process duly executed in each cause, and upon the answer of the infant defendants by John M.Morgan their Guardian ad litem in the first cause and was argued by counsel. And the defendant J.H.Bales having failed to appear and plead, answer or demur in either cause, the bills are taken for confessed against him. On consideration whereof it is adjudged ordered and decreed that the plaintiff in the first cause recover against the defendant J.H. Bales \$600.00 with legal interest thereon from the 1st day of November 1885, until paid and the costs of said suit, subject to a credit of \$47.00 May 31st 1887, and that the same is a purchase money lien on the land in the bill mentioned. And it being suggested that there are other liens against said land, it is ordered that John A.G.Hyatt one of the Commissioners of this court do ascertain and report the liens by judgment or otherwise on said real estate, their amounts and priorities. And the causes are continued.

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Answer of Guardian ad litem.  
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○ H.C.T.Richmond Admr.&ct

vs (Ans G.A.L.

J.H.Bales et als.

To the Honorable H.S K.Morrison Judge of the Circuit Court of Lee Co.Va.

The answer of Jno.M.Morgan Guardian Ad Litem for Maggie McEwin and Alice McEwin Infant Defendants, to a Bill filed against them and others, In this Honorable Court by H.C.T.Richmond Admr. VC.

Respondent says that so far as he knows or can ascertain the statements in the Plaintiffs Bill are true, and that he knows of



no cause, or reason why the Prayer of the said Plaintiffs bill should not be granted. But will say that his said wards are young and of tender years and as such are the peculiar objects & care of courts of equity and as such infantx wards their interests in this suit are entrusted x to your honors tender care & disposal. And pays that his said wards be hence dismissed withe their costs.

Jno M Morgan G A L-

-----  
Report of J.A.G.Hyatt, Commissioner.  
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To the Honorable H.S.K.Morrison, Judge of the circuit court for Lee County, Virginia:-

0 The undersigned having been appointed a special commissioner in the Chancery causes of H.C.T.Richmond Admr.&c. J.H.Bales et al. and L.D.Fulkerson et al vs.J.H.Bales, by a decree entered in said causes, (Consolidated) on the 4th April 1888, and therein directed to ascertain the liens by Judgment or otherwise on the real Estate owned by the defendant J.H.Bales--Respectfully reports that in obedience to the requirements of said decree, I have listed said liens and file the same herewith marked (AB).

As is shown in said list the first lien is a purchase money lien in favor of H.C.T.Richmond Admr.of the Estate of Mary A.Richmond decd. and amounts including interest and costs on the 3 Sept. 1888 to the sum of Seven Hundred (700\$) Dollars. The second one in priority is a Judgt rendered on the 3 Sept 1887 by the circuit court of Lee county in favor of S.B.Campbell, against said J.H.Bales & others, which after taking off all the credits, shown by the papers, amounts including interest to the sum of \$429.97, on the 3<sup>rd</sup> Sept.1888.

The next and third lien is a like Judgment in favor of J.R.Edds,



assignee &c. against said J.H. Bales & others, and amounts on the 3<sup>d</sup> Sept. 1888, including interest and costs to the sum of \$265.22.

And the 4<sup>th</sup> and only lien, including those herein reported, which appears to be docketed against the said Deft. is in favor of Hugh M. Chance obtained before a Justice on the 21<sup>st</sup> Jan'y 1888, <sup>and docketed on the 6<sup>th</sup> of Aug, 1888,</sup> which amounts on the 3<sup>d</sup> Sept 1888, including costs and interest to the sum of \$125.40, And the aggregate amount of said liens on the 3<sup>d</sup> Sept. 1888, amounts to the sum of \$1520.59. And your commissioner having discharged the duties assigned him, prays hence to be dismissed with his reasonable costs.

Respectfully Submitted,

J.A.G. Hyatt, Comr.

(Endorsed on back.) Filed Aug. 8<sup>th</sup> 1888.

J.A.G. Hyatt, C.C.

-----  
List (AB) with said Report, Liens.  
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C  
List of liens against the Real Estate of J.H. Bales, showing nature of lien and priority.

-----  
To H.C.T. Richmond Administrator Mary

A. Richmond dec'd, For 600\$ a purchase

chase money lien \$600.00

" Interest thereon from Novr. 1<sup>st</sup> 1885

to May 31<sup>st</sup> 1887 57.00  
\$657.00

By this amt paid by Houston Bales 47.00

To Int. on \$600, prin. to Sept 3<sup>d</sup> 1888 \$610.00  
48.00

" Estimate cost of ch'ry suit 42.00 \$700.00  
-----

To S.B. Campbell for Judgt. of the circuit court of Lee county rendered



on the 3rd day of Sept. 1887	\$510.00	
" Interest thereon from 3 <sup>d</sup> Sept. 1884		
to Mr. 14 1885.	16.32	
	<u>\$526.32</u>	
By credit paid Mr. 14 <sup>th</sup> 1885	35.00	
	<u>\$491.32</u>	
To Interest on Bal. to Sept 16 <sup>th</sup> 1885	13.73	
	<u>\$505.05</u>	
By credit paid Sept 16 <sup>th</sup> 1885	20.00	
	<u>\$485.05</u>	
To Interest on Bal. to April 6 <sup>th</sup> 1888	74.37	
	<u>\$559.42</u>	
By cr. paid by L.D. Fulkerson Apr. 6 <sup>th</sup> 1888	150.00	
	<u>\$409.42</u>	
To Int on Bal to Sept 3 <sup>rd</sup> 1888	10.03	
" cost of Law suit	10.52	\$429.97
<hr/>		
To Jesse R. Edds assignee &c. for Judgt.		
of the circuit court for Lee county		
rendered on the 29 Decr. 1887	\$200.00	
" Interest thereon from Novr. 1/86 to		
Sept 3 <sup>rd</sup> 1888	23.66	
" Costs at law	9.56	
" Estimate costs chcy suit	32.00	\$265.22
<hr/>		
1888 To Hugh M. Chance for Judgt. before a		
Sept. 3. Justice rendered on the 21 <sup>st</sup> Jany 1888		
Filed Feb. 7 <sup>th</sup> 1888 & Docketed Aug. 6		
1888.	\$100.00	
" Int. thereon from 21 <sup>st</sup> Jany 1885 to		
Sept. 3 <sup>rd</sup> 1888	21.90	
" costs &c.	3.50	\$125.40
<hr/>		
Total docketed liens.		\$1520.59.

Decree.



At a circuit court continued and held for Lee county, at the court-house thereof On September 4th, 1888.

C H.C.T.Richmond Admr.Plff vs.J.H.Bales et als.Defts.

L.D.Fulkerson et al.Plffs.vs.J.H.Bales Deft. In Chancery.

These causes came on again to be heard upon the papers formerly read in the causes, and upon the report of J.A.G.Hyatt filed in the causes August 8th 1888, and was argued by counsel. On consideration whereof, said report being unexcepted to, it is adjudged, ordered and decreed that the same be confirmed and unless the sums shown to be due the creditors of the defendant J.H.Bales by exhibit "AB" with said commissioners report, are paid within 20 days from the rising of this court, then James B.Richmond who is appointed a commissioner for the purpose will proceed to sell at the front door of the court house of this county on some court day, to the highest bidder, the land in the bills mentioned, or so much thereof as will be necessary to pay and satisfy the amount of the liens in said exhibit "AB" mentioned, and the costs of these suits and expense of sale. Said commissioner before selling will advertise the time, terms and place of sale for at least 30 days by written advertisements at the front door of the court-house of this county and in the vicinity of said land, and will execute bond with security before the clerk of this court in the penalty of \$2500.00 conditioned according to law. He will require the costs of said suits and expense of sale paid in hand, and for the residue he will take bonds payable to himself as comr.in equal installments in one, two & three years time, bearing interest from date, and report his action to this court. And the cause is continued.

C -----  
Report of Sale.  
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H.C.T.Richmond Admr &c Plff vs.J.H.Bales et al. Defts

L.D.Fulkerson et als Plffs vs Same Defts.

C The undersigned commissioner in these causes respectfully reports that pursuant to the decree rendered therein at the Sept.term 1888, he proceeded on the 4th day of December 1888, that being County Court day, to sell to the highest bidder, on the terms prescribed in said decree, the lands in the bills mentioned, and L.D. Fulkerson, being the highest bidder, the same was knocked down to him at the price of \$860.00. Said Fulkerson thereupon paid down to your commissioner \$107.27 the costs of the two suits as taxed by the clerk and commissions on sale and for the residue, \$752.73, he executed his bonds with W.W.Bales security, payable in one, two & three years, respectively, waiving the homestead exemption. Said bonds are herewith filed marked "T" and the costs your commissioner holds subject to the order of your honor. This sale your commissioner considers at a fair price, and recommends its confirmation.

James B.Richmond, Comr.

To Hon.H.S.K.Morrison.

(Endorsed on Back.) Filed Feb 1st 1889.

J.A.G.Hyatt cc

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Bonds with said Report marked "1".  
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O Two years after date, with interest from date we promise and bind ourselves to pay J.B.Richmond com'n in the chancery cause of H.C.T.Richmond admr &c against J.H.Bales et als Two hundred and fifty dollars and ninety one cents for land purchased at a sale made by the said com'r, waiving our homestead exemptions as to the obligation. Witness our hands and seals Dec'r 4th 1888.

L.D.Fulkerson (Seal.)  
W.W.Bales (Seal.)



Three years after date with interest from date we promise and bind ourselves to pay J.B.Richmond Com'r in the chancery cause of H.C.T.Richmond admr.&c against J.H.Bales et als. Two hundred and fifty dollars and ninety-one cents for land purchased at a sale made by said com'r, waiving our homestead exemptions as to this obligation. Witness our hands and seals. Dec'r 4th 1888.

L.D.Fulkerson (Seal.)

W.W.Bales (Seal.)

-----  
Decree.  
-----

Virginia,

At a circuit court continued and held for Lee county, at the courthouse thereof on April 2nd, 1889.

H.C.T.Richmond Admr &c Plff vs J.H.Bales et als. Defts.

L.D.Fulkerson et als Plffs vs Same Defts.

C These causes came on again to be heard upon the papers formerly read in the cause and the report of sale by James B.Richmond comr. filed in the cause February 1st 1889, and was argued by counsel. On consideration whereof, said report is confirmed. And it is ordered that said commissioner pay out to those entitled the costs in his hands, and that he proceed to collect the purchase money for the lands sold by him as the same becomes due, and report his action to this court. And the cause is continued.

-----  
Report of James B.Richmond, Comr.  
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C H.C.T.Richmond Admr.&c Plff vs J.H.Bales et al Defts. }

L.D.Fulkerson et als.Plffs vs Same Defts. }

In Chy.

The undersigned comr.in these causes respectfully reports,



that the purchase money for the land sold by him Decr.4th 1888 is all past due, and that only one of the purchase money notes for said land has been paid, leaving two notes for \$250.91 each, and due Decr.4th 1890 & Decr 4th 1891 respectively, with interest from Decr 4th 1888, unpaid, which notes were executed to your commissioner by L.D.Fulkerson & W.W.Bales. Your comr.asks that a rule be awarded against the said L.D.Fulkerson purchaser of said land, and W.W.Bales his security in said notes, to shew cause, if any they can why said land shall not be resold for said purchase money.

James B.Richmond, Comr.

To Hon.H.S.V.Morrison,Judge of Lee County Circuit Court.

[Endorsed on Back.) Filed Nov 18<sup>th</sup> 1891.

J.A.G.Hyatt C.

-----  
Decree and Rule.  
-----

Virginia,

At a circuit court continued and held for Lee county at the courthouse thereof on December 2nd 1891.

H.C.T.Richmond Admr &c.

Plff.

against

In Chcy.

J.H.Bales et al

Defts.

This cause came on again to be heard upon the papers formerly read in the cause and the report of James B.Richmond commissioner filed Nov 18th 1891 and was argued by counsel. On consideration whereof it is adjudged, ordered and decreed that a rule be and is hereby awarded against L.D.Fulkerson purchaser of the land sold in this cause by said commissioner. and W.W.Bales his security requiring them to appear here on the first day of the next term to show cause if any they can why said land shall not be resold for



the unpaid purchase money, shown to be past due by said commissioners report, and the cause is continued.

-----  
Return.  
-----

0 Executed by delivering a copy of within notice to L.D.Fulkerson and W.W.Bales. This Dec 22, 1891.

Jas.A.Vandeventer,  
D.S.for C.E.Flanary, S.L.C.

-----  
Decree for Resale.  
-----

C  
Virginia,

At a circuit court continued and held for Lee county, at the court-house thereof, on April 3 1892.

H.C.T.Richmond Admr &c.

Plff.

against

In ch'y.

J.H.Bales et als

Defts.

This cause came on again to be heard upon the papers formerly read in the cause and the rule made against L.D Fulkerson, purchaser of the land sold in the cause by Commissioner J.B.Richmond, and W.W.Bales his security requiring them to appear here on the first day of this term and show cause if any they could why said land should not be resold to pay the unpaid purchase money due thereon and was argued by counsel. On consideration thereof, and it appearing to the court that said rule has been properly executed on said Fulkerson & Bales and they failing to shew cause against the same, it is adjudged, ordered and decreed that James W.Orr, who is appointed a comr.for the purpose, proceed to sell at the front door of the court-house of this county on some court day, for cash



in hand, the said land, or so much thereof as may be necessary, to pay the balance of purchase money due thereon, to wit, the sum of \$501.82 with interest thereon from the 4th day of Decr.1888, until paid, and the costs of said rule & commission on said sale, after first having advertised said sale for at least 30 days by written advertisements at the front door of said court-house and in the vicinity of said land. Said comr.will report his action to this ~~con~~ court and before proceeding to sell will execute bond before the clerk of this court in the penalty of \$1000.00 conditioned according to law. And the cause in continued.

~~To the honorable~~

Comr.Orr's Report.

To the honorable H.S.K.Morrison Judge of the circuit court of Lee county, Va.

The undersigned commissioner in the chancery cause of H.C.T. Richmond Admr.&c against J.H.Bales & others, respectfully reports, that since the decree at last term, directing your comr.to resell the land sold in said cause by Comr.J.B.Richmond, to pay the balance of purchase money due & unpaid on said land, the purchaser, L. D.Fulkerson, has come forward and paid said balance, which together with the costs of the rule for said resale amounted to the following sums, Pr-& Int. \$603.35

Costs of rule &c.

14.12

Total

\$617.47

Of this sum your comr.has paid to plain-

tiff the balance of his Judgment \$499.61

Costs 14.12

To H.J.Morgan atty for S.B.Campbell his

(next Judgt.)

93.79



To L.D.Fulkerson on account of his paying on

said Campbell Judgment, to square	<u>9.95</u>
	\$617.47

Receipts for these payments are herewith filed.

After the decree for a re-sale, and after your comr.had advertised said land for sale, but before sale, the said Fulkerson paid said purchase money, and your commr now submits to your honor the facts for instruction as to what commission he is entitled to, none having been as yet paid. And when his commissions have been paid the purchaser will be entitled to a deed for said land.

Respectfully,

James W.Orr,

Commissioner.

(Endorsed on back.) Filed May 26th, 1892.

J.A.G.Hyatt C.

-----  
Receipts filed with said Report.  
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0 Received of Jmes W.Orr, commissioner in the chancery cause of myself against J.H.Bales & others, pending in the circuit court of Lee county, Va.Four hundred and ninety nine & 61/100 dollars, being the balance of the claim reported by Comr.J.A.G.Hyatt in my favor in said cause for the payment of which the land of said J.H.Bales was sold. April 18th 1892.

H.C.T.Richmond admr of

Mary A.H.Richmond, Decd.  
-----

0 Received of James W.Orr commissioner in the chancery cause pending in the circuit court of Lee county Virginia of H.C.T.Richmond Admr.&c. against J.H.Bales & als.Ninety three and 79/100 dol-



lars balance due on Judgment reported in said cause in favor of S. B. Campbell against said Bales & others. April 23rd 1892.

Henry J. Morgan atto for S. B. Campbell.

Received of <sup>a</sup>James W. Orr comr. &c Nine & 95/100 dollars on account of payments by me on the S. B. Campbell Judgt. as security.

April 23rd 1892.

L. D. Fulkerson.

Decree.

Virginia,

At a circuit court continued and held for Lee county, at the court-house thereof, on June 10th, 1892.

H. C. T. Richmond Admr &c

Plff.

against

In ch'y.

J. H. Bales et als.

Defts.

This cause came on again to be heard upon the papers former-read in the cause, and the report of James W. Orr commissioner filed in the cause May 26<sup>th</sup> 1892, and was argued by counsel.

On consideration thereof, and said report being unexcepted to, it is adjudged, ordered and decreed that the same be confirmed, and that said ~~Orr~~ commissioner &c. do convey to L. D. Fulkerson, by deed, with covenants of special warranty, the land purchased by him from James B. Richmond commissioner in this cause, and report his action to this court.

Comr's Final Report.

To the honorable H. S. K. Morrison, Judge of the circuit court of Lee County, Va.



Your undersigned comr.in the chancery cause of H.C.T.Richmond Admr &c against J.H.Bales et als.respectfully reports, that he has executed to L.D.Fulkerson a deed for the land purchased in the cause by said Fulkerson, and herewith files said deed with this report marked "deed" for confirmation.

Respectfully submitted,

James W.Orr, Comr.

June 13th 1892.

-----  
"Deed" with said Report.  
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C  
This deed made this the 11th day of May 1892, by and between James W.Orr commissioner of the circuit court of Lee county,Va.in the chancery cause of H.C.T.Richmond Admr.&c against J.H.Bales et als.of the one part, and L.D.Fulkerson of said county and State of the other part, Witnesseth, that whereas, by a decree in said cause on the      day of May 1892, said commissioner was directed to convey to said Fulkerson, the land sold in said cause by commissioner James B.Richmond, with covenants of special warranty. Now, therefore, in consideration of the premises as well as the sum of one dollar in hand paid, the receipt of which is hereby acknowledged, I James W.Orr, commissioner as a foresaid, do hereby grant and convey with covenants of special warranty, unto the said L.D.Fulkerson, the said land purchased by him as aforesaid, the same lying and being in said county about 20 miles west of Jonesville, and being lots 1,2,3 and 4 in the partition of the land of Hiram Ely deceased among his heirs & assigned to Mary E.Ely, which partition is of record in the clerk's office of the county court of Lee countyVa.in deed Book No.16 page 113.

Lot No.1-bounded as follows, to wit: Beginning at a white



oak, dogwood and small white oak on the Craig line, corner to a lot marked No.4 on the plat and with a line thereof N 28 W 220 poles to a stake <sup>on</sup> ~~and~~ a line of the Craig survey and with the same N 68 E 12 poles to a stake S 28 E 173 poles to a stake in the main road & with it N 60 E 6 poles to a stake, thence S 28 E 40 poles to a stake on the Craig line & with it S 50 W 20 poles to the beginning, estimated to contain 17 1/2 Acres.

The second is bounded as follows, to wit:--Beginning at a Sour wood on top of the Poor Valley ridge, corner to a lot marked No.6 and thence Southwestwardly along the top of the ridge 8 poles to a chestnut, thence S 20 3/4 E to the Craig line & with the same N. Eastwardly 8 poles to a corner of the next lot & with a line of the same N 20 3/4 W to the beginning estimated to contain 2 Acres.

The third lot is bounded as follows, to wit: Beginning at a stake on the Craig line, and with it S 50 W 12 poles to a stake, corner to a lot marked No4 & with a line thereof S 50 E to the outside line & with it N40 E 14 poles to a stake corner to a lot marked No 6, and with a line thereof N 51 W to the beginning, Estimated to contain 9 Acres.

The fourth lot is bounded as follows, to wit:- Beginning at a Stake on the outside line & with it along the top of a ridge 26 poles to a Stake near two poplars, corner to a lot marked No.8, and with a line thereof N 39 E to a line of a lot marked No1, on the plat & with it N 46 W 19 poles to a stake corner to a lot marked No 2. and with a line of the same S 45 W to the beginning, estimated to contain 7 1/2 acres.

To have and to hold the said four above mentioned and described lots or parcels of land, together with the appurtenances thereunto belonging, unto the said L.D.Fulkerson and his heirs forever with the covenants aforesaid. Witness the following signatures &



seal.

James W.Orr, Commissioner (SEal)

State of Virginia.

County of Lee.

I, J.A.G.Hyatt clerk of the circuit court in and for the county and State aforesaid do certify that James W.Orr whose name is signed to the foregoing deed bearing this date has this day acknowledged said deed before me in my office in said county to be his act and deed, as commissioner, for the purposes therein mentioned. Given under my hand this 11th day of June 1892.

J.A.G.Hyatt C

-----  
Decree Final.  
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Virginia,

At a circuit court continued and held for Lee county, at the court-house thereof on June 13th, 1892.

H.C.T.Richmond Admr &c.

Plff.

against

In Chancery.

J.H.Bales et als

Defts.

This cause came on to be finally heard upon the papers formerly read in the cause, and the report of James W.Orr, commissioner, this day filed and the deed therewith, made and executed by said commissioner to L.D.Fulkerson for the land sold in the cause to said Fulkerson, and was argued by counsel.

On consideration thereof, It is adjudged ordered and decreed that said report and deed be and are hereby confirmed. And it is ordered that said Fulkerson pay to said Orr commissioner as aforesaid \$5.00 for making said deed. And the cause is stricken from



the docket.

-----  
Calculation &c  
)-----

Two notes \$250.91 X 2		\$501.82
Int from Decr 4" 1888 to Apr 18"1892		101.53
Accrued costs on suits		<u>14.12</u>
		\$617.47
1892 Apr.18" By check	\$593.40	<u>593.40</u>
		24.07

-----  
Calculation.  
-----

Sept 3rd 1888 (Hyatt's report)		\$658.00
Int on \$600 from Sept 3/88 to Decr 10/89		<u>45.70</u>
		\$703.70
Cr Decr 10th 1889		<u>265.96</u>
		437.74
Int from Decr 10/89 to Apr.18/92		<u>61.87</u>
		499.61

By check W.W.B-	\$593.40	
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Overpaid		<u>93.79</u>
----------	--	--------------

593.40

5 per cent Com on \$499.66 due Orr		\$24.98
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Overpaid above		<u>93.79</u>
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\$118.77

-----  
Orr Comr Memo.  
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23

L.D.Fulkerson

1892	To J.W.Orr, Comr.	Dr.
Apr.18"	To amt.of two purchase money notes	\$603.35
	" Costs of rule &c.	<u>14.12</u>
		\$617.47
	By check	\$593.40
	Yet due this sum	<u>24.07</u>
		617.47
Of the above		\$617.47
There is due H.C.T.R.		\$499.61
" " "	Clerk &c.costs	14.12
" " "	& paid to Campbell's atty	93.79
" " "	said Fulkerson in account of	
his paying Campbell Judgt.		<u>9.95</u>
		\$617.47

-----

Orr comr.has collected	\$593.40
Will collect	<u>24.07</u>
	\$617.47
Has paid H.C.T.R-	499.61
" " H.F.M.-Atty	93.79
Will pay costs	14.12
" " L.D.F.-on C-Judgt	<u>9.95</u>
	\$617.47

Bond.

\$24.07

One day after date I promise to pay to the order of James W. Orr twenty-four & 7/100 Dollars, with interest at 6 per cent.from date, for value received, and I hereby waive the benefit of my



homestead exemption as to this obligation.

Witness my hand and seal this 31st day of May 1892.

L.D.Fulkerson (Seal.)

(Endorsed on back.) Due Hyatt in this note \$10.62

Vandeventer Sheriff 1.00

Bal to Orr.

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Copy of Judgment.

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Virginia

At a circuit court continued and held for Lee county at &c.

Sept. 3<sup>rd</sup> 1887.

S.B.Campbell

Plff.

vs

In Debt.

J.H.Bales et al.

Defts.

The defendants not appearing, It is considered by the court that the Judgment obtained in the clerks office in favor of the Plaintiff against the defendants, John H.Bales, L.D.Fulkerson and W.W.Bales for \$510.00 the debt in the declaration mentioned, and legal interest thereon from the 3rd day of September 1884, till paid and the costs, subject to a credit \$35.16 paid March 14 1885 and 20\$ paid Sept 16<sup>th</sup> 1885, be made final.

C	4.71
S	1.50
A	2.50
Co.C.	25
	<u>\$8.96</u>

A copy Teste J.A.G.Hyatt, CC.

666-----

Chance Judgment *to*

-----

Virginia-Lee county to wit:

To J.R.Edds constable of said county:



I hereby command you to summon J.H.Bales if to be found in your district, to appear at A.D.Campbell's Store in said county on the 21' day of January 1888 before me or such other Justice of said county as may then be there, to try this warrant: to answer the complaint of Hugh M.Chance and upon a claim for money not exceeding \$100.00 exclusive of interest, to wit: the sum of \$100.00 due by note. And then and there make return of this warrant. Given under my hand the 7 day of January 1888.

Lee S.Fulkerson J.P.

-----  
Return.  
-----

Executed January the 7th 1888 according to law.

J.R.Edds consta.

-----  
Judgment.  
-----

Hugh M.Chance

vs

In Debt.

J.H.Bales

On the 21 day of January 1888

At S.D.Campbells store.

Judgment, that the plaintiff recover of the Defendant \$100.00 with interest thereon from 21 day of January 1885 till paid and 80 for costs.

Lee S.Fulkerson, J.P.

-----  
Execution.  
-----

Virginia-Lee County to wit:

To J.R.Edds constable of said county.

I command you, in the name of the Commonwealth of Virginia,



that of the goods and chattels of J.H.Bales in your county you cause to be made the sum of \$100.00 with interest thereon from the 21st day of January 1885 till paid, which Hugh M.Chance has recovered before me in a warrant in Debt, and also the sum of \$0.80 which were adjudged to said Hugh M.Chance for costs in prosecuting said warrant given under my hand this 21 day of January 1888.

Lee S.Fulkerson, J.P.

-----  
Return.  
-----

No property found January 28th 1888.

J.R.Edds constable.

(Endorsements on Back.)

Filed Feb 7" 1888. J.R.Gibson, Clerk.

Docketed Aug.6" 1888. J.R.Gibson clk.

A copy, Teste J.R.Gibson clk.

-----  
Comr. Bond.  
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Know all men by these presents that we James B.Richmond and J.W.Orr are held and firmly bound unto the Commonwealth of Va.in the sum of 2500\$, and for the prompt payment thereto well and truly to be made unto the said Comlth.we each bind ourselves heirs &c. and we as to this bond waive our homestead exemptions, witness our hands and seals this the 27 day of Sept.1888.

The conditions of the above obligation is such that whereas the above bound James B.Richmond was by a decree entered in the consolidated chancery causes of H.C.T.Richmond Admr.&c.and L.D.Fulkerson vs J.H.Bales, at the Sept.Term 1888, and therein directed to make sale of the Lands mentioned in the Bill, Now therefore



should the said J.B.Richmond faithfully discharge the duties assigned him and properly account for all sums of money he may receive as such Comr.then this obligation to be void otherwise to remain in full force.

\_\_\_\_\_(Seal.)

James W.Orr, (Seal.)

(Endorsed on Back.) Filed Sept 27th 1888.

J.A.G.Hyatt, C.C.

Virginia, Lee county, to,-wit:

I, A.B.Munsey, Clerk of the circuit court for said county, do certify that the foregoing is a true transcript of all the papers on file in my office in the file "H.C.T.Richmond Admr.&c.vs. J.H.Bales et als.", a decided chancery cause.

Given under my hand this the 14<sup>th</sup> day of October, 1899.

A.B. Munsey, Clerk.



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Eliza A. Taylor  
vs.  $\frac{3}{2}$  In Chancery  
Hattie A. Fulkerson  
et al.

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"Exhibit No. 7"

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H. L. J. Richmond, Admr.  
vs.  $\frac{3}{2}$  In chy.  $\frac{3}{2}$  Transcript  
of Record.  
J. H. Bales et als.

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This Deed, made ~~and entered into~~ this the 24th day of September 1889, between John C. Vanoy and Louisa his wife, of the County of Lee, and State of Virginia, parties of the first part, and the Louisville and Nashville Railroad Company, a corporation doing business under the laws of Virginia, party of the second part,

Witnesseth, that in consideration of the fact that said Louisville and Nashville Railroad Company has located and now proposes to construct its Cumberland Valley Branch over the lands of the said John C. Vanoy situate, lying and being in the County of Lee, and State of Virginia, and the advantages to be derived therefrom to the said Vanoy, and in further consideration that said Company erect and keep in good repair a suitable and convenient crossing and cattle guards over said road and permits the said Vanoy to cultivate and use said strip of land as nearly up to the road-bed on each side thereof as can be safely done, and in the further consideration of the sum of one ~~hundred~~ dollars cash in hand paid the receipt of which is hereby acknowledged, the said parties of the first part have this day given, granted, bargained and sold, and by these do convey to the Louisville and Nashville Railroad Company its successors, and assigns, for its Cumberland Valley Branch, a strip, piece or parcel of land one hundred feet in width, beginning at a point in the center line of said railroad as now located where said line crosses the division line between the lands of Moses L. and James Ely and said John C. Vanoy, the bearing of which line is south 25 E., thence with a width of 100 feet measured equally 50 feet on each side of said center line by a tangent bearing N. 50 32' E for a distance of 40 8/10 feet thence with same width and by a 2 degree curve to the left for a distance of 152 2/10 feet to a line of the lands of James and Moses L. Ely, the bearing of which line is South 25 E, containing 455/1000 acres



be the same more or less.)

To have and to hold, said strip or parcel of land with its appurtenances and privileges to the said Louisville and Nashville Railroad Company, its successors and assigns, forever, and the said parties of the first part for themselves, their heirs and assigns, do hereby release the said Louisville and Nashville Railroad Company, its successors and assigns, from any further payments for or on account of the appropriation and occupancy of said strip of land, as well as for all damages that may accrue by or result from the location, construction and operation of said Cumberland Valley Branch of the Louisville and Nashville Railroad over and upon said strip or parcel of land. And the said John C. Vanoy and Louisa his wife warrant generally the strip of land hereby conveyed,

Witness the following signatures and seals, this day and Year first above written.

John C. Vanoy (L.S.)

Louisa Vanoy (L.S.)

Virginia, Lee County, to wit:

I, L.S. Fulkerson, a Justice in and for the County and State aforesaid, do certify that John C. Vanoy and Louisa his wife whose names are signed to the foregoing deed, bearing date the 24th day of September, 1889, have acknowledged the same before me in my County aforesaid. Given under my hand the 24th day of September, 1889.

Lee S. Fulkerson, J.P.

Virginia, Lee County, to wit:

In the Office of the clerk of said county, March 10th 1890.  
This Deed was presented and with the certificate thereto annexed admitted to record.

Teste: John R. Gibson, Clerk.



Virginia, Lee county, to wit:

I, B.M.Morgan, Clerk of the county court for said county, do certify that the foregoing is a true copy of a deed from John C. Vangoy and wife to the Louisville and ~~Rail~~ Nashville Railroad Company, as the same appears of record in my office in Deed Book No. 24, page 590. Given under my hand the 20<sup>th</sup> day of October, 1899.

B. M. Morgan, Clerk



Elija A. Taylor  
vs  $\frac{3}{4}$  In Chancery  
Hattie A. Fulkerson  
et al.

"Exhibit No. 8."

John C. Vausy & wife  
vs  $\frac{3}{4}$  Deed  
L. & N. R. R. Co.

clerk costs



This deed made this 24th day of June 1892 by and between L.D. Fulkerson & Hattie A. Fulkerson, his wife, J.C. Vanoy and Sarah Vanoy his wife of the one part and Moses L. Fly and James M. Fly of the other part. Witnesseth that for and in consideration of the sum of twelve hundred ~~dollars~~ and fifty dollars in hand paid, the receipt of which is hereby acknowledged, the said parties of the first part doth hereby grant and convey, with covenants of general warranty, unto the said Moses L. Fly and James M. Fly three certain lots or parcels of land, and an undivided one half of another lot of land, lying and being in Lee county, Va., about 20 miles west of Jonesville and being lots No 1, 2 & 3 and an undivided half of lot No 4 in the partition of the lands of Hiram Fly, deceased, among his heirs and which lots were assigned in said partition to Mary Fly & which partition is of record in the clerk's office of the County Court of said County, in deed Book No. 16 page 113 Lot No 1 is bounded as follows, to wit: Beginning at a white oak, dogwood and small white oak on the Craig line, corner to a lot marked No. 4 on the plat and with a line thereof N. 28 W. 220 poles to a stake on the line of the Craig survey and with the same N. 68 E. 12 poles to a stake, S. 28 E. 173 poles to a stake in the main road and with it N. 60 E. 6 poles to a stake, thence S. 28 E. 40 poles to a stake on the Craig line & with it S. 50 W. 20 poles to the beginning, estimated to contain 17 1/2 acres. The second lot is bounded as follows, to wit: Beginning at a sourwood on the top of Poor Valley ridge, corner to a lot marked No. 6. and thence Southwestwardly along the top of the ridge 8 poles to a chestnut, thence S. 20 3/4 E to the Craig line and with the same N. eastwardly 8 poles to a corner of the next lot & with a line of the same N. 20 3/4 W. to the beginning, estimated to contain 12 acres. The third lot is bounded as follows, to wit: Beginning at a stake on the Craig line, and with it S. 50



W. 12 poles to a stake, corner to a lot marked No 4 & with a line thereof S.50 E. to the outside line & with it N.40 E.14 poles to a stake corner to a lot marked No.6 and with a line thereof N.51 W. to the beginning, estimated to contain 9 acres. The fourth lot is bounded as follows, to wit: Beginning at a stake on the outside line and with it along the top of a ridge 26 poles to a stake near two poplars corner to a lot marked No.8 and with a line thereof N.39 E. to a line of a lot marked No1 on the plat & with it N. 46 W.19 poles to a stake corner to a lot marked No.2. and with a line of the same S.45 W.to the beginning, estimated to contain 7 1/2 acres. To have and to hold the said three lots and one half of said fourth lot undivided together with the appurtenances thereunto belonging unto the said Moses L.Fly and James M.Fly and their heirs forever. Witness the following signatures and seals.

L.D.Fulkerson (seal.)

Hattie A.Fulkerson (seal.)

J.C.Vanoy (seal.)

Sarah Vanoy (seal.)

Claibourne County, to wit:

I, T.A.Hamilton, a Notary Public for the county aforesaid, in the State of Tennessee, do certify that J.C.Vanoy and Sarah Vanoy his wife whose names are signed to the writing above bearing date on the 24th day of June, 1892, have acknowledged the same before me in my county aforesaid. In testimony whereof I have unto set my hand and affix the official seal of my office this 24th day of June, 1892.

(seal.)

T.A.Hamilton,

Notary Public.

Lee county, to wit:

I, G.W.Dilman, a Justice of the Peace for the county aforesadd



in the State of Virginia, do certify that L.D.Fulkerson and Hattie A.Fulkerson, his wife, whose names are signed to the writing above bearing date on the 24th day of June, 1892, have acknowledged the same before me in my county aforesaid. Given under my hand this 25th day of June, 1892.

G.W.Dillman, J.P.

Virginia, Lee county, to wit:

In the office of the clerk of said county the 17th day of December, 1894, this deed was presented and together with the certificate thereto annexed, admitted to record.

Teste: S.V.F.Richmond, clerk.

Virginia, Lee county, to wit:

I, B.M.Morgan, Clerk of the county court of said county, do certify that the foregoing is a true transcript from the records of my office. Deed Book No.31, page 88. Given under my hand this the 20<sup>th</sup> day of Oct 1899.

B.M.Morgan, Clerk.



Eliza A. Taylor  
vs.  $\frac{3}{2}$  In Chancery.  
Hattie A. Fulkerson  
et als.

"Exhibit No. 9."

L. D. Fulkerson et al

To  $\frac{3}{2}$  Deed

Moses L. & Jas. M. Ely.

Clerks of the



I Moses L. Ely of the County of Lee, and State of Virginia, of sound mind and deposing memory and callind to mind the uncertainty of human life and desirous of making a disposition of such earthly effects with which it has pleased God to bless me-- do will and bequeath the same in the manner following.

First I give to my deceased brother James M. Ely two sons, William A. and James M. all my interest in the lands of my fathers old farm upon which I now live.-- I give to the three daughters (of my said deceased brother James M.) namely, Mary Cornelia, Martha K. and Catharine Ann all of the land I own on Martins creek equally and known as the Kelly and Grubb lands. I require the two boys William A. and James M. to care for and keep the girls with them in the house in which we now, during the time they remain single, that is the time the girls remain single. After all my just debts are paid--my personal property debts &c. shall be disposed of as follows, personal property the stock, that is the horses and milk cows and oxen if I should own any, are to be kept on the place as they are now for the use and benefit of all the children My interest in the stock cattle and the stock hogs, and the cattle and hogs I own individually shall be sold and the money equally divided between all the children of my said deced brother James M. Ely. The farm implements, wagons &c. are to be kept and used on the farm for the use and benefit of said children. All debts due me are to be promptly collected and the money equally divided between the children of my said deceased brother James M. Ely. I hereby constitute and appoint Moses S. Ball executor of this my last will and testament. Given under my hand and seal this the 19th day of December 1894.

Witness

H. C. T. Richmond  
S. E. Thompson.

Moses L. Ely (Seal.)



Virginia,

At a county court continued and held for Lee county, at the court-house thereof, on Monday, September 16th, 1895.

Present: Honorable James W.Orr, Judge of Lee County Court.

The last will and testament of Moses L.Ely, deceased, was this day produced in court and the said will was proved, by the oath of S.E.Thompson, one of the subscribing witnesses thereto, who also proved the execution of the said will by the testator in his presence and in the presence of H.C.T.Richmond the other subscribing witness thereto, and that they signed said will as attesting witnesses thereto at the request of the testator and in his presence, they all three being there present together at the time of the signing of the same. Thereupon the said will is ordered to be recorded. In the said will of Moses S.Ely he having appointed and nominated Moses S.Ball his executor, and the said Ball having refused to act as such executor. Thereupon on motion of William A. Crockett, it is ordered that William A.Crockett be and is hereby appointed administrator of the said Moses Ely, deceased, thereupon the said William A.Crockett, together with S.E.Thompson, R.B.Ely and D.C.Willis his security, who were duly qualified as to their sufficiency, entered into and acknowledged a bond in the penalty of Sixteen Hundred Dollars, conditioned according to law, certificate is granted the said William A.Crockett for obtaining letters of administration of the Estate of the said Moses L.Ely in due form with will annexed.

A copy, Teste: S.V.F.Richmond, Clerk.

Virginia, Lee county, to wit.

I, B.M.Morgan, Clerk of the county court for said county, do certify that the foregoing is a true copy of the will of Moses L. Ely, as the same appears of record in my office in Will Book.4.page 255. This Oct. \_\_\_\_, 1899.  
Clerk.



Eliza A. Taylor  
vs  $\frac{1}{2}$  In Chancery  
Hattie A. Tucker et  
al.

"Exhibit No. 10"

Last Will  
of  
Moses L. Ely, dec'd

c 75 cts



This deed made this the 20th day of June 1892 by and between L.D.Fulkerson Hattie A.Fulkerson, his wife of the first part, and C.F.Fulkerson of the second part Witnesseth, that for and inconsideration of the sum of seventeen dollars and fifty cents cash in hand paid the receipt whereof is hereby acknowledged, The party of the first part has this day sold to the party of the second part his one half interest in a certain tract or lot of land lying and being in the county of Lee on the waters of Indian Creek & bounded as follows to wit: On the East by the lands of the Ely heirs, On the South by the lands of Ephraim Crockett on the west by the lands of the McAfee heirs and On the North by the Ely heirs, the entire tract is supposed to contain about 8 acres and it is my one half undivided interest in said lands that I hereby convey. To have and to hold said tract of land unto the party of the second part & his heirs forever. Witness the following signatures and seals.

L.D.Fulkerson (seal.)

Hattie A.Fulkerson (seal.)

Lee county, to wit:

I, M.C. Brooks a Justice of the Peace in and for the County aforesaid and State of Virginia do certify that L.D.Fulkerson & Hattie A.Fulkerson his wife whose names are signed to the writing above bearing date on the 20th day of June 1892 have acknowledged the same before me in my County aforesaid. Given under my hand and seal this 19th day of January 1895.

M.C. Brooks, J.P. (seal.)

Virginia, Lee county, to wit:

In the office of the clerk of said county the 11th day of March 1895 this deed was presented and together with the certificate thereto annexed admitted to record.

Teste: S.V.F. Richmond, Clerk.



Virginia, Lee county, to wit:

I, ~~S.V.F. Richmond~~ <sup>B.M. Morgan</sup>, Clerk of the county court for said county,  
do certify that the foregoing is a true transcript of said deed as  
the same appears of record in my office in Deed Book No.31, page  
198. Given under my hand this the 20<sup>th</sup> day of Oct 1899.

B.M. Morgan, Clerk.



Eliza A. Taylor

v3  $\frac{3}{2}$  In Chancery  
Hattie A. Fulkerson  
et al.

"Exhibit No. 12."

L. D. Fulkerson et ux

vs  $\frac{3}{2}$  Deed

C. E. Fulkerson.

Clerk 500



This deed made this 8th day of February 1897 between C.E.Fulkerson of the first part and Granville Smith of the second part, both parties of the county of Lee and State of Virginia--Witnesseth that for and in consideration of the sum of twenty-five dollars cash in hand paid to the party of the first part by the party of the second part, the party of of the first part; hath this day sold ~~and~~ to the party of the second ~~part~~ his one half intrust in a certain piece of land said to contain 8 acres, and which said land the party of the first part bought of L.D. & Hattie A. Fulkerson. The said tract or parcel of land is bounded as follows on the East by the land of the Fly heirs on the South by the land of Ephram Crockett on the west by the land of the Mackafee heirs on the North by the land of the Fly heirs--The one half interest in the 8 acres is hereby conveyed to the party of the second part by the party of the first part, the party of the first part warrants and will forever defend the title to the land mentioned (to the party of the second part) forever. Witness the following signatures and seals.

C. E. Fulkerson (Seal.)

Lee county, to wit:

I, H.C.T. Richmond, Jr. a Notary Public for the county aforesaid in the State of Virginia do certify that C.E. Fulkerson whose name is signed to the writing above bearing date February 8th 1897 has acknowledged the same before me in my county aforesaid. Given under my hand this 8th day of February 1897.

H.C.T. Richmond, Jr. N.P.

Virginia, Lee county, to wit:

In the office of the Clerk of the County Court for said County the 22nd day of December 1897 this deed was presented and together with the certificate thereto annexed admitted to record.

Teste: S.V.F. Richmond, Clerk.



Virginia, Lee county, to wit:

I, <sup>B.M. Morgan</sup>~~S.V.F. Richmond~~, Clerk of the county court for said county,  
do certify that the foregoing is a true transcript of said deed as  
the same appears of record in my office in Deed Book No.33, page  
491. Given under my hand this the 20<sup>th</sup> day of Oct, 1899.

B.M. Morgan, Clerk.



Eliza A. Taylor  
vs.  $\frac{3}{3}$  In Chancery.  
Hattie A. Fulkerson  
et als.

"Exhibit No. 13."

C. E. Fulkerson  
vs  $\frac{3}{2}$  Deed  
Granville Smith.

Clear 50 cts



This Deed made this the 3rd day of September 1897 between Granville Smith and Elizabeth his wife of Harlan County, State Ky. Of the first part, and William A. Crockett of Lee county, State of Va. of the second part, Witnesseth, that for and in consideration of the sum of Twenty-five dollars cash in hand paid to the party of the first part by the party of the second part, The party of the first part has this day sold to the party of the second part a certain peice of Land said to contain 4 acres and which said Land the party of the first part bought of C.E. Fulkerson. The said tract or parcel of land is bounded as follows: On the east by the land of the Ely heirs on the south by the Land of Ephraim Crockett on the west by the Lands of the Mackafee heirs, On the north by the lands of the Ely heirs. The said parcel of land is hereby conveyed to the party of the second part by the party of the first part. The party of the first part warrants and will forever defend the title to the Land mentioned to the party of the second part forever. Witness the following signatures and seals.

Granville Smith (seal.)  
her  
Elizabeth X Smith (seal.)  
mark

Lee county, to wit:

I, Chas.C. Bales a Notary Public for the county aforesaid in the State of Virginia Do certify that Granville and Elizabeth Smith whose names are signed to the writing above bearing date September 3rd 1897 has acknowledged the same before me in my county aforesaid. Given under my hand this 3rd day of September in the year 1897.

Chas.C. Bales Notary Public.

Virginia, Lee County, to wit :

In the office of the Clerk of the county court for said county the 22nd day of December 1897, this deed was presented and togeth-



er with the certificate thereto annexed admitted to record.

Teste: S.V.F. Richmond, Clerk.

Virginia, Lee county, to wit:

I, <sup>B.M. Morgan</sup>~~S.V.F. Richmond~~, Clerk of the county court for said county,  
do certify that the for-going is a true transcript of said deed as  
the same appears of record in my office in Deed Book No. 33, page  
490. Given under my hand this the 20 day of Oct, 1899.

B.M. Morgan, Clerk.



Eliza A. Taylor  
vs.  $\frac{3}{2}$  In Chancery.  
Hattie A. Fullerson  
et al.

"Exhibit No. 14."

Granville Smith  
et ux

vs  $\frac{3}{2}$  Deed

Wm A. Crockett.

Clerk's notes



BILL

.....

To the Honorable John A. Kelly Judge of the Circuit Court of Lee County, Va.

Humbly complaining your Orator Andrew Edmonson guardian of Mary F. Edmonson, Charles E. Edmonson, Wm. F. Edmonson, Arizona G. Edmonson, Andrew Edmonson, Edney B. Edmonson and Nelly B. Edmonson children of Henry W. and Elizabeth Edmonson, would respectfully show ~~that~~ your Honor that one Charles Daugherty lately a citizen of this County departed this life seized and possessed of a very large estate consisting of realty and personalty, At the time of his death it was supposed that he had left a will, but said will not being found, and there being a probability that an effort would be made to set up said will, L. D. Fulkerson was by an order of the Court of said County appointed Curator of said estate and as such took charge of or should have taken charge of all the personal estate belonging to his decedent. A part of this personal estate was the interest of the said Daugherty in the Mercantile firm of Daugherty and Baylor conducted at Eoon's Bath in this County. Said business had been going on for several years before the said Daugherty's death and was very successful. Your Orator has been informed that the assets of said firm at the death of said decedent were worth \$20,000.00 over and above all sums owed by it. Your Orator has also been informed that the said Curator has returned to the Clerk's office of the County Court of said County an invoice of the goods of said concern amounting to \$2501.57 but whether or not this shows the full amount of said goods is unknown to your orator. Said invoice or a copy thereof is here filed marked "A" as part hereof. The said Curator has also returned an invoice of notes and accounts due said firm amounting in the aggregate after credits to \$9018.18 but whether or not these notes and accounts so returned in said invoice are all the notes and accounts due said concern, or whether or not



2.

they are all solvent and good is unknown to your Orator. A copy of said last mentioned invoice is also filed herewith as part hereof marked B. also inventory of cash amounting to \$6135.28 a copy of which is here filed marked "C". He has returned a sale bill of the personal property belonging to said decedent showing sales of personal property amounting to the sum of \$519.00 a copy of which is here <sup>with</sup> filed marked "D" also an invoice of notes amounting to \$412.35 subject to credits amounting to \$142.06, a copy of this invoice is herewith filed marked "E" also an invoice of notes due to C. Daugherty survivor of the firm of Daugherty & Beaty amounting to \$115.00 subject to a credit of \$10.00, a copy of this invoice is here filed marked "F". Also an invoice of notes due to the said Daugherty as the survivor of the firm of Daugherty & Co. amounting to the sum of \$392.11 subject to credits amounting to \$49.20 a copy of which is here filed marked "G". These amounts are the face value of said notes exclusive of interest.

Your Orator will further show your Honor that the said Daugherty left a widow but no children, surviving him, consequently his widow became entitled at his death to one half of his personal estate. Shortly after the death of her husband his widow Polly Daugherty departed this life but before doing so she made and published her last will and testament which was duly admitted to probate in County Court of Lee County Va. and letters of administration with the will annexed were granted to Henry W. Edmonson. By the terms of said will the said Polly Daugherty devised and bequeathed her entire estate to the wards of your Orator. A copy of this will is here filed marked "H". Your Orator will further show your Honor that the real estate of the said Daugherty has since his death been sold by an order of your Honor's Court and one fourteenth part thereof set apart for your Orator's wards.

Your Orator will now show your Honor that the said L.D. Fulkerson has never settled his account as Curator of said estate though he has had full and ample time to do so. The said Henry W. Edmonson the Admr. of the said Polly Daugherty has removed from this ~~state~~ to the state of Nebraska where he now resides and he has never settled his account as



the Admr. of the said Polly Daugherty deceased. The ~~said~~ securities of the said L.D.Fulkerson in his official bond as Curator of said are Charles H.Baylor and the said Henry W.Edmonson.

Now the object of this bill is to settle the account of L.D.Fulkerson as Curator of the estate of Charles Daugherty deceased and to require him to pay over to your Orator as the guardian of said wards the sum in his hands to which they are entitled, to settle the account of Henry W.Edmonson as administrator of the estate of Polly Daugherty deceased and ascertain the sums in his hands belonging to said wards. And being without adequate remedy at common law and releevable only in a Court of equity he ~~prays~~ your Honor to take cognizance of his cause and grant him the relief proper, and to this end he makes L.D.Fulkerson, Curator of the estate of Charles Daugherty deceased, Henry W.Edmonson Admr. of Polly Daugherty deceased and Henry W.Edmonson and Chas. H.Baylor as the securities of the said L.D.Fulkerson as Curator as aforesaid, be made the parties defendant to this bill that they each be required to answer <sup>its</sup> ~~the~~ several allegations on oath, that the said L.D.Fulkerson be required to settle his account as Curator of the estate of Charles Daugherty deceased, that Henry W.Edmonson be required to settle his account as Admr. of Polly Daugherty deceased, that each of said parties be compelled to pay over to your Orator the sum found in their hands due to the wards of your Orator and for such other further and general relief as is suited to his case.

May Spa. issue &c.

Richmond Duncan & Orr

for Pltff.

(There are these endorsments on the back)

1885 Octo. Spa. Exd. on L.D.Fulkerson & D.N. as to him and contd.

" Novr. Decr. Contd.

1886 Jany. contd. Febr. new spa. Exd. on C.H.Baylor and D.Nisi as to him

" March Decree Nisi ~~confd~~ and cause set for hearing

" March term Decree for an account and contd.



1886 Aug. and Novr. Continued

1888 1891 1890 1891 Contd.

1892 & 1893 Continued.

.....

Decree.

.....

A.Edmonson, Guardian &c.

Vs.

L.D.Fulkerson, Curator &c at al.

{ Plaintiff  
} In Chcy.  
{ Defts.

This cause came on this 27th day of March 1886, to be heard upon the bill of the plaintiff and exhibits therein referred to, the answer of L.D.Fulkerson Curator &c. with general replication thereto and it appearing to the Court that process has been duly served upon Charles E. Baylor for more than 30 days before the first day of this term, and that he has failed to answer plead or demur the bill is taken for confessed as to him and the defendant H.W.Edmonson being represented by counsel who give their consent to this decree on consideration whereof it is adjudged ordered and decreed that John A.C.Hyatt one of the Commissioners of this Court after giving due notice to the parties interested do take state and settle the account of L.D.Fulkerson Curator of the estate of Charles Daugherty deceased charging him with all sums properly chargable to him and giving him credit for all sums for which he produces proper vouchers. He will ascertain the sum in his hands for distribution, the sum due to Polly Daugherty ~~widow~~ of *said* Charles Daugherty deceased the sum paid to her in her life time and to her administrator since her death, the sum still due to her estate if any and the amount still in said Curators hands and who is entitled thereto. He will report any other fact deemed pertinent by himself or required by any of the parties interested, he will report his action to the next term of this Court and the Cause is continued.



Commissioner's Report.

.....

Circuit Court Clerk's Office

Jonesville, Va. July 16th 1886.

A. Edmonson, Guard, &c.

plaintiff }

Vs.

{ In Chcy.

L.D. Fulkerson, Curator, &c. et al

Defendants }

To the Honorable John A. Kelly, Judge of the Circuit Court  
for Lee County.

I was, by a decree entered in the above styled cause at the  
March Term 1886 of your honor's court appointed a commissioner and  
directed to take, state and settle the account of L.D. Fulkerson, Cu-  
rator of the Estate of Chas. Daugherty, deceased, and to charge said  
Curator with all sums properly chargeable to him, giving him credit  
for all sums for which he produced proper vouchers:

I was also by said decree required to ascertain the sum in said  
Curator's hands for distribution, the sum due Polly Daugherty widow  
of the said Chas. Daugherty dec'd. the sum paid to her in her life  
time, and the sum paid to her Exr. since her death, the sum still due  
her estate, if any, and the amounts still in said Curators hand, and  
who is entitled thereto.

In obedience to said requirements, I have to the best of my a-  
bility, performed said duties, and present this report and statement  
X filed herewith in explanation thereof.

Having given the interested parties personal notice, I proceeded  
on July the 1st and succeeding days to investigate the matters referred  
to me, and on the 13th ~~day of~~ July in the presence of plaintiff's  
Attorney, James W. Orr and the defendant L.D. Fulkerson, curator &c. I  
stated said curator's account herewith filed marked "X".

In said statement I charge said Curator with amount of Sale  
Bill \$519.00 due as of Novr. 25th 1883, the sale having taken place on  
the 25th of Novr. 1883, and with \$4119.25 amount of receipts from Chas.  
E. Baylor surviving partner of the firm of Daugherty and Baylor up to



the said 25th, Novr. 1885, making total receipts to said date \$4638.25. I have given said Curator credit for 10% commission on \$519.00 am't. of sale bill and 5% commission on \$4119.25 am't, received from Baylor. I make this difference in the commission because of the trouble it is to sell and collect as compared with that of merely receiving and disbursing, and these allowances your comr. deems sufficient all things considered; and have in this annual statement given him credit for vouchers from ~~xx~~ 1 to 12 inclusive, leaving a balance in Curator's hands unaccounted for, (for the year) of \$2412.95, I then charge him with interest for the year and make and make other like annual statements down to August 25th 1886, at which ~~at which~~ date I find in Curator's hands unaccounted for including Prin. and interest the sum of \$5583.25 of which sum \$460.76 is accumulated interest and \$5122.49 is principal or receipts per his inventory B.C.

Special Statement No. 1. X shows the sum of \$5582.28 as the net sum which has been received by said Curator for distribution; and Special Statement No. 2 X shows the proportion of this sum due Polly Daugherty, widow of the said Chas. Daugherty dec'd. the sum paid to her in her life time \$1370.97, and the sum \$428.06 paid her Ex. H.W. Edmonson after her death by said Curator and also shows that there is still due her estate from the sums in Curators hands as of August 25th 1886 the sum of \$392.11.

Special Statement No. 3 X shows that in addition to the amount \$392.11 in Curator's hands due Polly Daugherty's estate. there is the further sum of \$2691.14 in said Curator's hands as of 25th Aug. 1886, which belongs to the following persons, according to their various ~~xxxx~~ interests in the following proportions to wit:- To Chas. E. Baylor on account of his purchases from the heirs of Elias Harber, to wit: that of Hannah Harber 1/14, of Polly Harber 1/14, Auther Harber 1/14, Wallas J. Harber 1/14, Henry M. Harber 1/14, Samuel P. Harber 1/14, Botner & wife 1/14, Burgan & wife 1/14, the heirs of John Harber 2/3 of 1/14, the widow & 4/5 of 1/14 of Chas. Harber's heirs and 5/6 of 1/14 of the widow and heirs of W.D. Harber, amounting in the aggregate to 103/140



and equals of the above sum for distribution, the sum of \$1979.91  $1/70$ , Jeremiah Harber is estimated to \$192.22  $3/7$  of said sum for distribution, Elizabeth Green's 6 children are entitled to \$192.22  $3/7$  out of said sum, Rosetta Harber, heir of John Harber decd. is entitled to \$64.07  $10/21$  out of said fund, Emma Harber grand child of Chas. Harber is entitled to \$38.44  $17/35$  out of said fund, the four Bays children, grand children of W.D. Harber is entitled to the sum of \$32.03  $31/42$  of said fund and Mary F. Edmonson, Chas. E. Edmonson and Wm. F. Edmonson the three oldest but minor heirs of H.W. Edmonson are entitled to \$192.22  $3/7$  the balance of said sum of \$2691.14 in said curators hands for distribution.

I ascertain the foregoing facts upon examination of the report of H.J. Morgan in the decided chancery cause of Authur Harber et al vs. Jeremiah Harber et al now on file in my office, and to which if necessary reference is here made. The said Chas. E. Paylor also has deeds from the various Harber heirs which clearly sets out his interest in this personal fund as conveyed to him by them, the interest of Polly Daugherty and the 3 older Edmonson children is shown by a decree entered in the Chy. cause of Polly Daugherty vs. Mary F. Edmonson et al and H.W. Edmonson Exr. of Polly Daugherty vs. Wallas J. Harber and extract of which is herewith filed marked "O".

Special Statement No. 4 shows the amounts due the 6 minor heirs of H.W. Edmonson and for whom A. Edmonson the plaintiff in this suit stands as guardian to be \$1084.33, and of this sum Mary F. Edmonson is entitled to the sum of \$212.76, Charles E. a like sum, and Wm. F. a like sum, and Henry E. is entitled to \$148.69, Andrew \$148.68 and Erezona G. to a like sum of \$148.68, and this arises from the fact that said decree only knew and considered the 3 first to which it gave  $1/14$  of the net proceeds of the personal estate of Chas. Daugherty dec'd. after the widow received one half thereof.

But by the will of Polly Daugherty each of the 6 Edmons children get equally of <sup>her</sup> ~~the~~ estate, and upon these conditions the fund in statement No. 4 is divided and each ones interest is there properly set out.



Your Comr. is not advised whether or not any births took place or whether or not any deaths have occurred, to alter in any way, under section 4th of said will, the above apportionment.

As is fully shown by the Bill and answer in this cause, Chas. Daugherty died intestate, possessed of a considerable fortune, or what we in our mountain country, call a fortune, consisting of a fine tract of real estate, personal property, and a half interest, as admitted by all parties, in an exceedingly flourishing mercantile business with one Chas. E. Baylor as his partner, who undertook, as was his duty, as surviving partner to do, to settle up the business of said firm, but who has not, so far as I am informed closed up said business.

Mr. L. D. Fulkerson, the Curator of Chas. Daugherty dec'd. and one of the defendants in this cause, soon after qualifying as such Curator, very properly took or caused to be taken an invoice of cash or what was supposed to be cash belonging to said firm, an invoice of the stock of goods on hands and an invoice of the notes and accounts supposed to be due said firm, and had the same recorded in the County Court Clerk's office of Lee County which amount to the following sums to wit:

Invoice of goods on hands see Ex. "A"	\$2501.57
" " Cash " " " " "C"	6135.28
" " notes & accts. " " less interest	<u>9018.18</u>
Total supposed assets less int.	\$17655.03

On e half of what may be realized after the payment of the indebtedness of said firm, which I am informed will not amount to over \$1000.00, from this fund will be properly chargeable to the Curator of Chas. Daugherty dec'd.

And from this source said Curator has received and been charged with \$5132.52. See his inventory (B. C.) and statement X. leaving the probable amount of \$3205.00 yet to be received from ~~said~~ <sup>this</sup> business and be accounted for in the manner as set out in special statement 3 & 4 accompanying this report.

Said Curator also files and has recorded inventories E. F. & G. setting out lists of old notes due or supposed to be due C. Daugherty



Daugherty & Co. and Daugherty & Beaty, upon which he has so far received but little if any, but upon which he may receive something, which he will in a future settlement account for properly.

Whether or not Mr. Baylor the surviving partner, is using due diligence in settling up the business of said firm, your commissioner is not able to say, but not until this is done can the Curator fully settle his account.

I am informed by the Curator, Mr. L. D. Fulkerson, that owing to a late decision of the Supreme Court in the "Holmes ~~case~~<sup>causes</sup>" Mr. Baylor is likely to have a claim against the estate of Chas. Daugherty dec'd. to nearly if not quite equal the probable balance which upon a final settlement of all the firm matters may be due from him (Baylor) to said estate, but how this may be your comr. cannot definitely state. I will add however that the sooner these matters are closed up the better it will be for all parties concerned.

Respectfully Submitted

J. A. C. Hyatt, Comr.

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( STATEMENT OF ACCOUNT OF L. D. FULKERSON, CURATOR )  
.....

Statement of the account of L. D. Fulkerson, Curator of the estate of Chas. Daugherty, deceased.

To the creditor and distributees  
of said estate.

Dr.

1883.	To this sum amount of sale Bill due	
Nov. 25.	Nov. 25th 1883..... "A"	\$ 519.00
	" this sum rec'd in 1883. See inventory (B C)	4119.25
	" " "Total in Curator's hands, Nov. 25, 1883	\$4638.25
	By 10% com. on \$519.00 am't. sale Bill	\$ 51.90
(B C)	" 5% " on \$4119.25, Rec'd. from Bay <sup>lor</sup>	205.96
1	By this sum paid Lee Co. Sentinel for <sup>Post</sup>	1.50
2	" " " Polly Daugherty distrib <sup>tu</sup>	1000.00
3	" " " Same	255.97



4	By this sum paid for same by Curator	115.00	
5	" " " " A.L.Pridemore Attys Fee	100.00	
6	" " " " J.P.Gibson Clks fee	2.75	
7	" " " " B.Gildersleive" "	30.00	
8	" " " " J.A.G.Hyatt " " "	6.75	
9	" " " " H.W.Edmonson Ex.Polly D.	98.75	
10	" " " " Taxes for year 1883	25.45	
11	" " " " James W.Orr Clk's fee	1.96	
12	" " " " H.W.Edmonson Ex.Polly D.	329.31	
	" " " " In Curators hands to square	<u>2412.95</u>	<u>\$4638.25</u>

1884

Nov.25	To this sum unaccounted for Nov.25,1883		\$2412.95
"	" "Int.thereon to Nov.25 1884	\$144.77	
"	" "Rec'd year 1884 See invent. (B C)		<u>744.11</u>
	Total receipts to Nov.25 1884 (forwarded)		\$3157.06
1884	To this sum debits brought forward		<u>\$3157.06</u>

Nov.25	By 5% com.on \$744.11 Rec'd 1884	\$ 37.20	
13	" this sum paid S.H.Ewing D.S. fi fa	35.23	
14	" " " " J.P.Gibson Clk's fee	8.35	
	By this sum in Curators hands to square	<u>\$3076.28</u>	<u>\$3157.06</u>

1885

Nov.25	To this sum unaccounted for Nov.25"1884		\$3076.28
"	" " Int thereon to Nov.25"1885, \$184.57.		
"	" " Recpts, for year 1885 see (B C)		<u>46.66</u>
	<i>Total on hands Nov. 25th. 1885</i>		\$3122.94
	By 5% Com.on \$46.66 receipts	\$ 2.33	
15	By this sum paid C.T.Duncan Com.fee	200.00	
	" " " In Curators hand to square	<u>\$2920.61</u>	<u>\$3122.94</u>

1886

Aug.25h	To this sum in Curators hands Nov.25"1885		\$2920.61
"	" " Int.thereon to Aug.25"1886, \$131.42)		
"	" " Receipts to Aug.25"1886		<u>\$ 212.50</u>
"	" " Total debits to Aug.25"1886		\$3133.11
	By 5% com.on \$212.50 receipts	\$ 10.62	
	By this sum in Curators hands to square	<u>\$3122.49</u>	<u>\$3133.11</u>



1886

Aug. 25th	To this sum unaccounted for by Curator as prin.	\$3122.49
" "	" Int. <del>unaccounted</del> <sup>accumulated</sup> for to Nov. 25" 1884	\$144.77
" "	" " " " " " 1885	184.57
" "	" " " " " " Aug. 25" 1886	131.42
Total Prin. & Int in Curators hands		460.76
unaccounted for		
Total Prin. & Int in Curators hands		\$3583.25

SPECIAL STATEMENT NO. 1.

A	To this sum rec'd by Curator Sale Bill "A"	\$ 519.00
B.C.	" " " " " " Inventory (B.C.)	5122.52
	" " " " " " Accumulated interest	<u>460.76</u>
	Am't.Prin.& Int.received by Curator to Aug.25"1886	<u>\$ 6102.28</u>
	By total am't. com.on receipts	\$308.01
	By am't paid creditors total	<u>411.99</u> <u>720.00</u>
	<u>Total am't disbursed and for distribution</u>	<u>\$5382.28</u>

## Special Statement No. 2.

Total am't for distribution		\$5882.28
To one half this sum due Polly Daugherty		\$2691.14
By this sum paid her by curator during her life	\$1370.97	
"    \$        "        "        "Ex."        "        after her death	428.06	\$1799.03
Aug.25"1886 sum yet due her estate of receipts in curat <sup>ly</sup> ors,	\$ 892.11	

## Special Statement No.3.

To one half am't rec'd by curator to Aug.25"1886	\$2691.14
By this sum due Chas E.Baylor on ac-	
count of his purchase from Harbers	\$1979.91 $\frac{1}{10}$
By this sum due Jeremiah Harber	192.22 $\frac{3}{7}$
By this sum due Mary F. Chas.E. & Wm.F.Ed-	
monson, minor heirs of H.W.Edmonson	192.22 $\frac{3}{7}$
By this sum due Elizabeth Greens 6 children	192.22 $\frac{3}{7}$



By this sum due Rosetta Harber her of John Harber	<i>dec'd</i>	64.07 <sup>10</sup> / <sub>21</sub>
" " " " Emma Harber Grand child Ch. Harber	<i>dec'd</i>	38.44 <sup>17</sup> / <sub>35</sub>
" " " " 4 grand children <i>Boys Children</i> of W.D. Harber		32.03 <sup>21</sup> / <sub>4</sub>
		<u>\$2691.14</u>

Special Statement No. 4.

Aug, 25"1886. Amt in Curators hands due Polly Daugherty's Est		\$392.11
<i>See Will of Polly Daugherty marked X of and extract of Decree marked "O"</i>	" " " " 3 Edmonson children	<u>192.22</u>
	This sum due minor heirs of H.W. Edmonson	\$1084.33
	By this sum due Mary F. <sup>1/3</sup> \$192,228 <sup>1/6</sup> \$892.11	\$212.76
	" " " " Chas. E. " " "	212.76
	" " " " Wm. F. " " "	212.76
	" " " " Henry E. <sup>1/6</sup> \$892.11	148.69
	" " " " Andrew " "	148.68
	" " " " Errezona G. " " "	<u>148.68</u>
		<u>\$1084.33</u>

SUPPLEMENTAL STATEMENT

L.D. Fulkerson, Curator Charles Daughter, dec'd.

Dr.

1886	To this sum due Polly Daugherty as appears	
Aug. 25 <sup>th</sup>	from special statement No. 2.	\$892.11
X.Y.	By this sum amount of her note	\$ 89.50
" "	" Int, thereon from Nov. 25"1884	14.22
" "	" paid H.W. Edmonson pr. recpt.	30.00
X.Z.	" " " Int. thereon from Novr. 1 <sup>st</sup> <sup>Aug. 25/86</sup> /85 to, <sup>Aug. 25/86</sup>	5.07
	By 5% com. on \$138.99 disbursed	13.88
	By this sum in Curators hands to aquare	<u>739.44</u>
		<u>\$892.11</u>
Aug. 25"1886	Sum yet due her Est. in curators hands	\$739.44

See Special Statement No. 3.

Aug. 25"1886	To this sum 1/2 amt recd by curator	\$2691.14
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		paid Jeremiah Harber order &c.	
X.J.	By this sum	<del>xxxxxxxxxxxx</del>	189.18.
"	"	com. & interest to square	<u>3.04<sup>3</sup>/<sub>4</sub></u> \$192.22 <sup>3</sup> / <sub>4</sub>
Aug. 25"1886	To this sum yet in Curators hands		\$2498.91 <sup>4</sup> / <sub>5</sub>
	By this sum due C.E. Baylor on purchases	1979.91 <sup>1</sup> / <sub>10</sub>	
"	"	" 3 older heirs of H.W. Edmonson .....	192.22 <sup>3</sup> / <sub>4</sub>
"	"	" E. Green's 6 children	192.22 <sup>3</sup> / <sub>4</sub>
"	"	" Rosetta Harber heir of John Harber.....	64.07 <sup>10</sup> / <sub>21</sub>
"	"	" Emma Harber	38.44 <sup>12</sup> / <sub>55</sub>
"	"	" 4 Bays Children	<u>52.03<sup>31</sup>/<sub>4</sub></u> \$2498.91 <sup>4</sup> / <sub>5</sub>

1886	See Special Statement No. 4 & 2 as corrected		
Aug. 25	Am't, in curators hands due Polly Daugherty's Est.		\$739.44
"	"	" 3 older Edmons heirs	<u>192.22</u>
	Total in Curators hands now due said Guard.		\$931.66
E. "1"	By amt. paid A. Edmonson Guard. &c. July 24/86	78.32	
"	" Interest to Aug. 25"1886	39	
	By 5% com. \$78.71 disbursed	3.93	
	By this sum in curators hands to square	<u>848.52</u>	<u>\$931.66</u>

1887			
Jany. 25"	To this sum in Curators hands to square		\$848.52
"	" Int thereon to July 25"1887		<u>21.21</u>
	Total Prin. & Int. to January 25th 1887.		\$869.73
E. 2.	By this sum paid A. Edmonson Guard. &c.	\$ 34.50	
E. 3.	" " " " Same Jany. 20"1887	24.89	
E. 4.	" " " " Same " 22 "	6.00	
E. 5.	" " " " Same " 26 "	89.59	
	By 5% com. on \$154.98 disbursed	7.74	
	By this sum in curators hands to sqr.	<u>707.01</u>	<u>\$869.73</u>

1887.

Jany. 25 To this sum in curators hands going to A.

Edmonson as guardian of H.W. Edmonson heirs  
in their just proportions Jany. 25"1887 this sum \$707.01



14-

To the Hon. H.S.K. Morrison Judge &c.

I make this supplemental statement from the fact that since the general statement and report was filed said curator filed with me the vouchers in this last statement for which I have given him credit which is as is shown liquidated the \$192.22 found due from him to Jeremiah Harber as of August 25 1886, and changes, ~~and~~ the amount due from said Curator to A. Edmonson the Guardian of the minor heirs of H.W. Edmonson, from \$1084.33 as of August 25 1886, to the sum of \$707.01 due as of January 25 1887. The vouchers for these credits are herewith filed marked as in the margin.

Respectfully Submitted

J.A.G. Hyatt, Comr.

Virginia, Lee County, to-wit:

I, A.B. Munsey, Clerk of the Circuit Court for Lee County, Virginia, do certify that the foregoing is a true copy of the Bill <sup>report</sup> Decree, and Commissioner's <sup>and</sup> statement of account and supplemental report and statement of account in the ~~Chancery~~ Chancery cause of A. Edmonson Guardian &c. against L.D. Fulkerson, Curator et al, as the same appears from the records in my office. Given under my hand this 3rd day of November, 1899.

A.B. Munsey Clerk.

Clerk for Copy #525-



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Eliza A Taylor  
vs  $\frac{3}{2}$  Du lchy  
Hattie A. Fulkerson  
et al.

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"Exhibit 26 $\frac{1}{2}$ "

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A. Edmonson, Edre  
vs  $\frac{3}{2}$  Part of Record.  
L.D. Fulkerson et al.

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Clerk



Virginia,

At a circuit court continued and held for Lee county at the court-house thereof on Saturday Sept.3rd, 1887.

Andy Edmonson Guard.&c.

Plff.

vs.

In Chcy.

L.D.Fulkerson & others.

Defts.

On calling this cause at the present term of the court Gen.A.L. Pridemore presented his petition praying to be made a party to said suit. And the Plff.is ordered to so amend his bill as to make him a Deft.thereto. And said amendment being made, said petition is ordered to be treated as a cross bill to the plaintiffs suit. And thereupon Henry W.Edmonson Exr.of Polly Daugherty dec'd, and L.D. Fulkerson curator of Charles Daugherty, dec'd by their counsel respectively appeared to said petition. And thereupon this cause, together with said petition or cross-bill and exhibits with the latter, came on to be further heard on the papers heretofore read in the cause and the report of Comr.Jno.A.G.Hyatt and exhibits, filed in the cause July 16, 1886, and the supplemental report and exhibits therewith being unexcepted to, and it appearing by said supplemental report that on account of the funds charged to L.D. Fulkerson such curator in said original report there is now due the Plff as Guardian for all the children of Henry W.and Elizabeth Edmonson the sum of \$514.79 with interest thereon from Jan.25,1887, that there is due to the same party as Guardian for Mary E.,Chas.E. and W.F.Edmonson ~~Edmonson~~ the sum of \$192.22 with interest from Aug.25, 1886, that there is due to the heirs of Elizabeth Green,dec'd the like sum of \$192.22 with interest from the same time, that there is due to Rosetta Harber the sum of \$54.07 with interest from the same time, that there is due to Emma Harber \$38.44 with interest from the same time, that there is due to the Bays Children the sum of



\$32.03 with interest from the same time, and that there is due Charles E. Baylor in right of his purchases from the several Harber heirs the sum of \$1979.91 with legal interest from Aug. 25, 1886. And it appearing from said Pridemore's petition, and his contract with Polly Daugherty filed therewith, that he is entitled by virtue of his contract to 5 per cent on the one third of the gross sum which would have become due said Polly Daugherty from the Estate of Charles Daugherty dec'd had she lived, and 10 % on the residue of such gross sum, and it being admitted that said sum of \$514.79 found due the Plff as general guardian for said children constitutes a part of the fund which would have been due said Polly Daugherty had she continued to live, and said Pridemore being willing to accept out of said last named sum the sum of \$100 and to wait for the residue until other funds shall come into said curator's hands.

514.79  
192.22  
706.99 On consideration of all which it is adjudged ordered and decreed that A.L. Pridemore is entitled by virtue of his said contract to 5 % on one third of the gross sum due and to become due the wards of the Plaintiff as legatees of Polly Daugherty decd, under her last will and testament including such sums as she may have received in her lifetime; and in part discharge of said contract for commission as aforesaid. It is ordered adjudged and decreed that out of said sum of \$514.79 said L.D. Fulkerson Curator of Charles Daugherty decd & Charles E. Baylor one of his sureties pay to said Pridemore one hundred dollars with legal interest thereon from January 25th, 1887, till paid, that the Plaintiff as Guardian for all the children of H.W. Edmonson & wife, recover against said L.D. Fulkerson Curator &c. and Charles E. Baylor his surity \$414.79 with interest from the same time, that the Plaintiff as Guardian for Mary F., Chas. E. & Wm. F. Edmonson recover against said two parties \$192.22, with legal interest thereon from August 25th, 1886 till paid, that



Rosetta Harber recover from said two parties \$64.07 with interest from same time, that the heirs of Elizabeth Green decd. recover against <sup>the same parties \$197.22 with interest from the same time, that</sup> said two parties \$38.44 with interest from same time, that the Bays Children recover against the same two parties \$32.02 with interest from the same time, and that said Chas. E. Baylor in right of his several purchases from the Harber heirs, recover against said L. D. Fulkerson, Curator &c. the sum of \$1979.91 with interest thereon from August 25<sup>th</sup> 1886, till paid and by consent of parties by their counsel no execution is to issue on the last four recoveries for nine months from this time, and as to the other recoveries, executions are awarded thereon and said Fulkerson as such Curator is ordered to proceed at once to collect any money due him as such and to apply the same in discharge of these recoveries, and all other matters are reserved and the cause is continued.

*Sum of \$1979.91 also reserved against*

Virginia, Lee county, to wit:

I, A. B. Munsey, Clerk of the circuit court for said county, do certify that the foregoing is a true copy of a decree of record in my office in Chancery Order Book No. 5, page 80.

Given under my hand this the 14<sup>th</sup> day of October, 1899.

A. B. Munsey, Clerk.



Eliza A. Taylor  
vs  $\frac{3}{2}$  In Chancery  
Hattie A. Fulkerson  
et al.

"Exhibit No. 27."

Audy Edmonson, Gdn  
vs  $\frac{3}{2}$  Decree.  
L. D. Fulkerson, Cur re etc

C. 100



Virginia,

At a circuit court continued and held for Lee county, at the court-house thereof, on Saturday, the 7th day of April, 1888.

S.M. & P.D. Beaty Admr. John M. Beaty decd.

Plaintiffs

against

In Chey.

L.D. Fulkerson Curator of the Est. of Chas. Daugherty decd. Defts.

This cause came on again to be further heard upon the papers formerly <sup>e</sup>rad in the cause and the report of C.T. Duncan Commissioner <sup>as aforesaid</sup> filed in the cause August 25th 1887, and statement A.H.V. filed with the original report as amended and filed with this last report of said comr. by said commissioner, and was argued by counsel.

On consideration whereof, it is adjudged, ordered and decreed that the said report and statements A.H.V. as amended and filed therewith be confirmed, and that the Plaintiffs recover against the defendant L.D. Fulkerson Curator of the estate of Charles Daugherty, deceased \$423.81 with legal interest thereon from the 1st day of March 1888, until paid and the costs of this suit to be paid by said Curator out of the estate of said decedent in his hands. And of the above recovery of \$423.81, one hundred and five dollars, part thereof, with interest thereon from the first day of January, 1881 is for the benefit of A.L. Pridemore. And the cause is stricken from the docket.

Virginia, Lee county, to wit:

I, A.B. Munsey, Clerk of the circuit court for said county, do certify that the foregoing is a true copy of a decree of record in my office in Chancery Order Book No. 5, page 140.

Given under my hand this 14th day of October, 1899.

A.B. Munsey, Clerk.



Eliza A. Taylor  
vs  $\frac{3}{2}$  In Chancery.

Hattie A. Fulkerson et al.

"Exhibit No. 37"

S. M. & R. B. Beatty, Admorsre

vs.  $\frac{3}{2}$  Decree

L. D. Fulkerson, Curator re

C 30<sup>c</sup>



For value received, a judgment  
in our favor against L. O. Fullker-  
son rendered by the Circuit Court  
of Lee County, Virginia, on the 12<sup>th</sup>  
day of October, 1892, for the sum  
of four hundred and seventy-seven  
dollars and forty cents (\$477.40),  
with legal interest on four hun-  
dred and thirty-four dollars (\$434.00)  
part thereof, from the 22 day of May,  
1892, and on forty-three dollars and  
forty cents (\$43.40) the residue thereof,  
from the 12<sup>th</sup> day of October, 1892,  
until payment, and seven dollars  
and fifty-four cents (\$7.54) costs, is  
hereby assigned, without recourse,  
to Miss Maggie Barnes, of Lee  
County, Virginia.

Witness the following signa-  
tures and seal. The 8<sup>th</sup> day of  
May ~~April~~, 1899.

(Sign) CITIZENS BANK & TRUST CO.  
By E. W. Benson Pres  
H. Bushnell Cashier.

L.S.

Witness.

O. Thompson



Eliza A. Taylor  
vs  $\frac{3}{2}$  In Chancery  
Hattie A. Fulkerson,  
et al.

"Exhibit No 44."

Citizens Bank & Trust Co.  
To  $\frac{3}{2}$  Assignment  
Maggie J. Barnes.



This Indenture made this 21st day of April 1873 between David Chadwell and Nancy his wife of the County of Lee and State of Virginia of the one part, and L.D.Fulkerson of the same County of the same County and State of the other part. Witnesseth that the said David Chadwell and Nancy his wife for and in consideration of the sum of Thirty sever hundred and fifty dollars, to them in hand paid or secured, the receipt whereof is hereby acknowledged have this day bargained sold and delivered unto the said L.D.Fulkerson and his heirs forever two certain tracts or parcels of land lying and being in the county of Lee and State of Virginia, and one of said tracts Lying on the north side of the main road in Powells Valley and bounded as follows, to wit, bounded on the South by the mene road on the east by ~~the~~ Chadwell Brittain and Carr Chadwell's land and on the north side by the lands of Golvil Chadwell and on the west side by the Mary Ball lands and a part of the south by the lands of Alexander H.Chadwell, containing one hundred and thirteen acres, more or less, it being the same lot of land that descended to me from my father, Alexander H.Chadwell, Sr., deceased. Together with the one fifth part of Certain tract or parcel of land lying in the Ridges owned by my father Alexander H.Chadwell or in his lifetime and perhaps adjoining John H.Brooks and others, containing perhaps four or five hundred acres, and undivided and owned by the five heirs of Alexander Chadwell, deceased. To wit David Chadwell, it being the share intended to be conveyed and the others share belong to Mary A.Ball, Carr Chadwell, Golvin Chadwell, and Alexander H.Chadwell, Jr., together with all the appurtenances thereunto belonging unto the said L.D.Fulkerson and his heirs forever with the distinct understanding that the land herein conveyed stand bound for the purchase money, and the said David Chadwell and Nancy his wife doth covenant to and with the said L. .



Fulkerson that they the said David Chadwell and Nancy his wife and their heirs will warrant the right to the foregoing land Generally.

Witness the following signatures and seals.

David Chadwell, (Seal.)

Nancy Chadwell (Seal.)

Lee county, to wit:

I, J.C.Thomas, a Justice of the Peace for the County of Lee and State of Virginia, do hereby certify that David Chadwell, whose name is signed to the foregoing Deed bearing date on the 21st day of April 1873 and hereunto annexed and acknowledged the same before me in my county. Given under my hand this 21st day of April 1873.

J.C.Thomas, J.P.

Lee County, to wit:

I, J.C.Thomas and Lee S.Fulkerson, both Justices of the Peace for the County of Lee and State of Virginia, do hereby certify That Nancy Chadwell, the wife of David Chadwell, whose name is signed to the foregoing deed, bearing date on the 21st day of April 1873, and hereunto annexed, personally appeared before me in our county aforesaid and being examined by us privately and ~~in~~ apart from her husband and having, The Deed aforesaid fully explained to her, She<sup>the</sup> said Nanch Chadwell acknowledged that she had willingly signed sealed and delivered the same and withed not to retract.

Given under our hand this 21st day of April, 1873.

J.C.Thomas, J.P.

Lee S.Fulkerson, J.P.

Lee County Court Clerk's Office the 30th day of August 1875.

The foregoing Deed between David Chadwell and Nanch his wife of the first part and L.D.Fulkerson of the second part all of Lee county Va. was this day filed in this office and admitted to rec-



ord upon the certificate of J.C.Thomas and Lee S.Fulkerson, two Justices of the Peace in and for the county and state aforesaid.

Teste:--John R.Gibson, D.C.

Virginia, Lee County, to wit:

I, B.M.Morgan, Clerk of the county court for said county, do certify that the foregoing is a true copy of a deed from David Chadwell & wife to L.D.Fulkerson, as the same appears of record in my office in Deed Book No.17, page 321.

Given under my hand this the 20<sup>th</sup> day of October, 1899.

B.M.Morgan, Clerk



Eliza A. Taylor.  
vs.  $\frac{3}{2}$  In. Chancery.  
Hattie A. Fulkerson et al.

"Exhibit No. 45."

David Chadwell wife  
vs.  $\frac{3}{2}$  Deed  
L. D. Fulkerson.

Clerk 65 cts



This Deed made and entered into this 30 day of January 1875 between James M. Wheeler and Mary his wife, Moses S. Ball and Nancy A. R. Ball, his wife, Carr Chadwell and Lucy Ann Brittain, all of the County of Lee and State of Virginia, of the one part, and L.D. Fulkerson of the County and State aforesaid of the other part, Witnesseth that the above named parties for and in consideration of one dollar to them in phand paid *by* the said L.D. Fulkerson the receipt whereof is hereby acknowledged, have this day by mutual agreement released and assigned all their rights to the interest and claim in and to a certain tract or parcel of land lying and being in the County of Lee and State of Virginia, and on the South side of the main road leading from Jonesville to Dumberland Gap, It being a part of three entries made by Alexander H. Chadwell deceased and bounded as follows, to wit: Beginning at three post oaks and two black oaks all bushes on the VA & Tennessee line corner to Lot No. 4 now conveyed to Carr Chadwell & runs thence with a line thereof N. 5 E. 272 poles to two gums & a hickory on a line of a 340 acre survey & with said line N. 50 E. a short distance to a stake, thence N. 36 W. 38 poles to a dogwood and sourwood, thence N. 13 E. 96 poles to a double white oak, thence N. 67 1/2 E. 10 poles to a take on the Prestion line, and with said line 10 E. 60 poles to a chestnut *Prestions corner thence S 35° E 11 poles to a poplar & two chestnut oaks corner stump* to lot No. 2, now conveyed to Wheeler & Ball, and with a line thereof S. 5 W. 320 poles to a stake in the Virginia & Tennessee line & with said line W. 33 poles to the beginning, estimated to contain 80 acres be the same more or less., together with all its appurtenances thereunto belonging, unto the said L.D. Fulkerson & his heirs forever The said James M. Wheeler and Mary his wife, Moses S. Ball and Nancy A. R. His wife, Carr Chadwell & Lucy Ann Brittain will warrant and defend the right to the foregoing tract of land Specially, it is expressly understood and agreed between the



parties to this deed, that either party have the privilege of hauling timber or other things through the lands of any of the parties concerned in this division of land between James M. Wheeler, Moses S. Ball, L.D. Fulkerson, Carr Chadwell and Lucy Ann Brittain. Witness our hands and seals.

Carr Chadwell (Seal.)

James M. Wheeler, (Seal.)

Mary Wheeler (Seal.)

Moses S. Ball (Seal.)

Nanch A.R. Ball (Seal.)

Lucy Ann Brittain (Seal.)

Virginia, Lee county to wit:--

I, William H. Speak, a Justice of the Peace in & for the County of Lee & State of Virginia, do hereby certify that James M. Wheeler, Moses S. Ball, Carr Chadwell and Lucy Ann Brittain, parties to the foregoing Deed bearing date the 2nd day of January 1875 acknowledged the same to be their act and Deed before me in my county. Given under my hand this 3rd day of January 1875.

William H. Speak, J.P.

Virginia, Lee county, to wit:--

We, William H. Speak and D.C. Willis, Justices of the Peace for the County of Lee and State of Virginia, do hereby certify that Mary Wheeler, wife of J.M. Wheeler, Nanch A.R. Ball, wife of Moses S. Ball, parties to the foregoing deed, bearing date the 30th day of January 1875 & hereunto annexed, personally appeared before us in our said county and, being examined by us privately and apart from their husbands, and having the deed aforesaid fully explained to them they, the said Mary Wheeler, wife of J.M. Wheeler, & Nancy A.R. Ball, wife of Moses S. Ball, acknowledged that they had willingly signed, sealed and delivered the same & wished not to retract it.



Given under our hands this \_\_\_\_\_ day of \_\_\_\_\_ 1875.

William H. Speak, J.P.

D.C. Willis J.P.

Lee County Court Clerk's Office, the 30th day of August, 1875.

The foregoing Deed between Carr Chadwell, James M. Wheeler and Mary his wife, Moses S. Ball and Nancy A. R. his wife, and Lucy Ann Brittain of the first part and L. D. Fulkerson of the second part, all of Lee county, Virginia, was this day filed in this office and admitted to record upon the certificates of William H. Speak & D. C. Willis, two Justices of the Peace in and for the county and State aforesaid.

Teste: John R. Gibson, D.C.

Virginia, Lee county, to wit:

I, B. M. Morgan, Clerk of the county court for said county, do certify that the foregoing is a true copy of a deed from Carr Chadwell et als. to L. D. Fulkerson, as the same appears of record in my office in Deed Book No. 17, page 322.

Given under my hand this Oct. 20<sup>th</sup>, 1899.

*B. M. Morgan Clerk,*



Elija A. Taylor  
vs.  $\frac{3}{2}$  In Chaucery.  
Hattie A. Fulkerson et al

"Exhibit No 45- $\frac{1}{2}$ "

L. D. Fulkerson  
Know  $\frac{3}{2}$  Deed  
J. M. Wheeler et al.

Clerk 9/30 eto



This Deed made this 6th day of February 1878 between H.S.Hoskins and Elisabeth his wife of the County of Bell, and State of Kentucky, of the one part, and L.D.Fulkerson, of the County of Lee and State of Virginia, of the other part, witnesseth that for and in consideration of the sum of six hundred dollars to them in hand paid, the receipt whereof is hereby acknowledged, doth by these presents grant and convey with covenants of general warranty, a certain tract or parcel of land, lying and being in the County of Lee and State of Virginia, it being the lot of land laid off and assigned to the said H.S.Hoskins and wife by the commissioners who partitioned the lands of David Chadwell, deceased, among his heirs, it being lot No.5 on their plat and report which plat and report are of record in the Clerk's office of Lee county court in Deed book No.17, page 540, and bounded as follows, to wit--Beginning at a stake in the main road corner to the fourth lot and running thence with lines thereof S.4 W.208 poles to a black oak and several oak bushes, thence S.14 1/2 E.8 1/2 poles to a white oak, thence South 48 poles to a small chestnut and two dogwoods, thence W.85 E.83 poles to a small maple, thence leaving the lines of the fourth lot, and along a marked line N.10 E 21 poles to a double poplar, corner to Chadwell Brittain's land, and with lines thereof N.89 W.80 poles to a spanish oak, thence N.10 1/2 E.256 poles to a stake in the main road near a white oak, thence along said road S.67 1/2 W 47 poles to the beginning, Estimated to contain 51 acres. To have and to hold said lot or parcel of land with its appurtenances unto the said L.D.Fulkerson and his heirs forever, witness the following signatures and seals.

H.S.Hoskins, (Seal.)

Elizabeth Hoskins (Seal)

Bell County, Kentucky, to wit:

I, G.P.Thompson, a Justice of the Peace for Bell County, in



the State of Kentucky, do certify that H.S.Hoskins, whose name is signed to the writing above, bearing date on the 6th day of February, 1898, has acknowledged the same before me in my County aforesaid. Given under my hand the 7th of February 1878.

G.P.Thompson, J.P.

Bell County, Kentucky, to wit:

We, G.P.Thompson and William Taylor, both Justices of the Peace for the County of Bell, in the State of Kentucky, do certify that Elizabeth Hoskins, the wife of H.S.Hoskins, whose name is signed to the writing hereunto attached, bearing date Feby 6th 1878, personally appeared before us in our county aforesaid, and being examined by us privately and apart from her husband, and having the writing aforesaid fully explained to her, she, the said Elizabeth Hoskins acknowledged the said writing to be her act, and declared that she had willingly executed the same and does not wish to retract it. Given under our hands this 7th day of Feby/ 1878.

G.P.Thompson, J.P.

William Taylor, J.P.

Virginia, Lee county court clerk's office, the 4th day of March, 1878.

The foregoing Deed from H.S.Hoskins and wife, of Bell County Kentucky, of the one part, to L.D.Fulkerson, of Lee county, Virginia, of the other part, was this day admitted to record upon the certificates of G.P.Thompson and William Taylor, Justices of the Peace in and for Bell County, Kentucky.

Teste: R.W.Orr, Jr. D.C.

Virginia, Lee county, to wit:

I, B.M.Morgan, Clerk of the county court for said county, do certify that the foregoing is a true copy of a deed from H.S.Hoskins and wife to L.D.Fulkerson as the same appears of record in my office in Deed Book No.18, page 215. This Oct. 20<sup>th</sup> 1899.

*B M Morgan clerk.*



Elija A. Taylor

vs  $\frac{3}{2}$  In Chancery

Hattie A. Fulkerson et al.

"Exhibit No. 46."

L. D. Fulkerson

From  $\frac{3}{2}$  Deed

H. S. Hoskins wife.

Clerk Costs



This deed made, this 4th day of Oct 1837, between L.D.Fulkerson and Harriett A.Fulkerson his wife of the first part, and James M.Wheeler of the second part, all of the county of Lee State of Virginia,

Witnesseth that in consideration of the sum of Five thousand two hundred and fifty dollars in hand paid and secured to be paid by said Wheeler to said L.D.Fulkerson the receipt of which is hereby acknowledged the said L.D.Fulkerson and Harriett A.Fulkerson his wife do by these presents give, grant, bargain sell deliver and convey unto the said James M.Wheeler two certain tracts or parcels of land lying and being in said county of Lee on the waters of Indian creek about 25 miles west of the court-house, one of which tracts contains 113 acres more or less, and was conveyed to said L.D.Fulkerson by David Chadwell & wife, and the other contains 51 acres more or less and was conveyed to said L.D.Fulkerson by Hiram Hoskins & wife, and the first is bounded as follows, to wit. The same is bounded on the South by the main road on the east by the lands formerly owned by Chadwell Brittain and the lands owned by Carr Chadwell, on the North by the lands of Golvin Chadwell and on the west by the lands of Mary Ball and partly on the South by the lands formerly owned by A.H.Chadwell. The second tract is bounded as follows to wit: Beginning on a stake in the main road a corner to the fourth lot & with a line thereof S 4 W 208 poles to a black oak and several oak bushes, thence S 14 1/2 E 8 1/2 poles to a white oak, thence S 43 poles to a small chestnut and two dogwoods thence N 85 E 83 to a small maple thence leaving the lines of the fourth lot, and along a marked line N 10 E 21 poles to a double poplar corner to Chadwell Brittain land & with lines thereof N 89 W 80 poles to a Spanish Oak thence N 10 1/2 E 256 poles to a stake in the main road near a white oak & thence along said road S 67 W



47 poles to the beginning. To have and to hold said two tracts or parcels of land with all the appurtenances unto the said J.M.Wheeler and his heirs forever, and the said L.D.Fulkerson & wife hereby covenant that the have good right and title to said land, that the same is not encumbered and they will warrant generally the title to said two tracts of land. And the said Fulkerson & wife hereby reserve to themselves the vendors lien until all the purchase money therefor shall be fully paid. Witness the following signatures and seals.

L.D.Fulkerson (seal.)

H.A.Fulkerson (seal.)

Virginia Lee County to wit:--

I, Henry J.Morgan a commissioner in chancery of the circuit court of Lee county the same being a court of record do certify that L.D.Fulkerson and Harriett A.Fulkerson his wife whose names are signed to the foregoing writing bearing date Oct the 4th 1887, each personally appeared before me in the county aforesaid and acknowledged the said writing to be their joint act and deed, and Harriett A.Fulkerson wife of the said L.D.Fulkerson being examined by me privily and apart from her said husband and having the writig aforesaid fully explainted to her declared that she had willingly signed and executed the same and does not wish to retract it.

Given under our hands and seals this 25th day of Oct.1887.

Henry J.Morgan Comr. (seal.)

Virginia, Lee County Court Clerk's Office the 10th day of Nov 1887.

The foregoing deed dearing date Oct.4th 1887 between L.D.Fulkerson and Harriett A.,his wife of the one part, and James M.Wheeler of the other part, all of Lee county Va.was this day filed in this office and admitted to record upon the foregoing certificate.

Teste John R.Gibson Clerk.



Virginia, Lee County, to wit:

I, B. M. Morgan  
~~S. V. P. Richmond~~, Clerk of the County Court for Lee County,  
do certify that the foregoing deed is a true transcript from the  
records in my office as the same appears in Deed Book No. 22, page  
572.

Given under my hand this the 20 day of Oct, 1899.

*B. M. Morgan Clerk*



Eliza A. Taylor  
vs.  $\frac{3}{2}$  In Chancery  
Hattie A. Fulkerson,  
et al.

"Exhibit No. 47."

L. D. Fulkerson et ux  
vs.  $\frac{3}{2}$  Deed  
James M. Wheeler.

Clear 65 cts



This Deed made this the 21st day of August 1889 between James M. Wheeler of the County of Lee and State of Virginia, parties of the first part, and the Louisville and Nashville Railroad Company a corporation doing business under the laws of Virginia, party of the second part, Witnesseth That in consideration of the fact that said Louisville and Nashville Railroad Company has located and now proposes to construct its Cumberland Valley Branch over the lands of the said James M. Wheeler situate, lying and being in the County of Lee and State of Virginia and the advantages to be derived therefrom to the said Wheeler, and the further consideration that said Railroad Company shall erect maintain and keep in good repair necessary stock or cattle guards and crossings over said road and that said Wheeler shall use cultivate and enjoy said land after said road is completed as nearly up to the road bed on each side as can be safely done and the further consideration of the sum of one dollars cash in hand paid, the receipt of which is hereby acknowledged, the said parties of the first part, have this day given, granted, bargained and sold, and by these presents do convey to the Louisville and Nashville Railroad Company its successors and assigns for its Cumberland Valley Branch a strip, piece of parcel of land one hundred feet in width, beginning at a point in the center line of said railroad as now located where said line crosses the division line between the lands of Lucy A. Brittain and said James M. Wheeler the bearing of which line is South 3 W. thence by a 1<sup>st</sup> curve to the right and with a width of one hundred feet measured equally 50 feet on each side of said center line for a distance of 852 feet to a point of tangent thence with a tangent bearing S. 81 6' E. for a distance of 2158 feet to a line of the lands of Chadwell Brittain & wife. The bearing of which line is South 11 West. To have and to hold said strip or parcel of land



with its appurtenances and privileges to the said Louisville and Nashville Railroad Company, its successors and assigns forever. And the said parties of the first part for themselves their heirs and assigns, do hereby release the said Louisville and Nashville Railroad Company its successors and assigns, from any further payment for or on account of the appropriation and occupancy of said strip of land as well as for all damages that may accrue by or result from the location, construction and operation of said Cumberland Valley Branch of the Louisville and Nashville railroad over and upon said strip or parcel of land.

And the said James M. Wheeler warrants generally the strip of land hereby conveyed. Witness the following signatures and seals this day and year first above written.

J.M. Wheeler, (Seal.)

Virginia in: County, to wit:

I, Lee S. Fulkerson a Justice in and for the county and state aforesaid, do certify that J.M. Wheeler whose name are signed to the foregoing deed, bearing date the 21' day of August 1889, have acknowledged the same before me in my county aforesaid. Given under my hand this 21' day of August, 1889.

Lee S. Fulkerson, J.P.

Virginia Lee county court clerk's Office Nov. 11' 1889.

The foregoing deed bearing date Aug. 21' 1889 between James M. Wheeler of Lee County Va. of the first part, and the Louisville and Nashville Railroad Company of the second part was this day filed in this office and admitted to record upon the certificate of Lee S. Fulkerson a Justice of the peace for Lee County, Va.

Teste John R. Gibson Clerk.

Virginia, Lee County, to wit:



I, B.M.Moragn, Clerk of the County Court for said County, do  
certify that the foregoing is a true transcript from Deed Book No.  
24, page 351, a record book in my office.

Given under my hand this the 20<sup>th</sup> day of October ~~September~~, 1899.

B.M.Morgan, Clerk.



Elijah A. Taylor  
vs.  $\frac{3}{2}$  In Chancery.  
Hattie A. Fulkerson et al.

"Exhibit No. 48"

J. M. Wheeler.  
vs  $\frac{3}{2}$  Deed  
L. & N. R. R. Co.

Clerk 65 cts



This Deed made this 5th day of February 1890 between E.D.Fulkerson and Hattie A.Fulkerson his wife of the County of Lee and State of Virginia of the first part and James M.Wheeler Sr of the same county and state of the other part Witnesseth that the parties of the first part for and in of the sum of Four hundred Dollars in hand paid and secured to be paid as designated by note the receipt whereof is hereby acknowledged doth grant, bargain, sell and convey unto the party of the second part all their right title and claim in and to a certain tract or parcel of land lying and being in the county of Lee and State of Virginia, about 25 miles west of Jonesville it being a part of three entries made by Alex Chadwell Decd and bounded as follows to wit:-Beginning at three post oaks and two black oaks in the Va and Tenn line corner to Lot No 4) to Carr Chadwell and with a line thereof N 50<sup>o</sup> 272 poles to two gums and a hickory on a line of the 340 acre survey, and with said line N 50<sup>o</sup> a short distance to a stake thence N 36 W 38 poles to dogwood and sourwood thence N 13 E 96 poles to a double white thence N 67 1/2 E 10 poles to a stake in the Preston line and with said line S 35 E 60 poles to a chestnut stump Prestons corner thence S 35 E 27 poles to a poplar and two chestnut oaks corner to Wheeler & Ball and with their line S 5 W 320 poles to a stake in the Va. and Tenn. line and with said line West 33 poles to the Beginning estimated to contain 80 acres be the same more or less. To have and to hold said tract or parcel of land together with all the appurtenances thereunto belonging unto the said James M.Wheeler Sr. and his heirs forever and the said L.D.Fulkerson and Hattie A.Fulkerson his wife will warrant the title to the foregoing land specially. Witness the following signatures and seals.

L.D.Fulkerson (seal.)

Hattie A.Fulkerson (seal.)



Lee County, to wit:--

I, Lee S.Fulkerson a Justice of the Peace for the county afore said in the State of Virginia do certify that L.D.Fulkerson and Hattie A.Fulkerson his wife whose names are signed to the writing above bearing date on the 5th day of Feb 1890, have acknowledged the same before me in my County aforesaid.

Given under my hand this 6th day of Feb.1890.

Lee S.Fulkerson, J.P.

Virginia, Lee county, to wit:--

In the office of the clerk of the said county April 1,1890. This deed was presented and with the certificate thereto annexed admitted to record.

Teste John R.Gibson, Clk.

Virginia, Lee county, to wit:

I, ~~S.V.F. Richmond~~ <sup>B.M. Morgan.</sup>, Clerk of the county court for Lee county, do certify that the foregoing is a true transcript from the records in my office, as the same appears in Deed Book No.25, page 9.

Given under my hand this the 26<sup>th</sup> day of Oct, 1899.

*B.M. Morgan* Clerk.



Eliza A. Taylor.

vs  $\frac{3}{2}$  Lu Chauncy.

Hattie A. Fulkerson  
et al.

"Exhibit No. 49"

L. A. Fulkerson et al.

vs  $\frac{3}{2}$  Deed

James M. Wheeler, Sr.

Clerk 15-cts



# Judgment Lien Docket.

11

Date of Judgment.	By What Court Rendered.	Time of Docketing.	Names and Description of Parties.	Debt, Damages, Interest and Costs.	Amount and Date of Credits.
1893 mch. 15 <sup>th</sup>	Lee Circuit Court.	1893 mch. 27 <sup>th</sup>	Eliza A. Taylor of Lee Co. Va. .... Plff. vs. { In Debt. L. D. Fulkerson, of Lee Co. Va. .... Deft.	Judgment for \$432.00 with legal interest thereon from the 22 <sup>nd</sup> day of May 1892 till paid & the costs C. 4.79 S. 50 A. 2.50 Co. C. 25.	

V

Virginia, Lee County, to wit:

I, B.M. Morgan, Clerk of the County Court for the County and State aforesaid, do certify that the foregoing is a true transcript from the Judgment Lien Docket No. 3, page 11, a record book in my office.

Given under my hand this the 26<sup>th</sup> day of ~~September~~ <sup>October</sup>, 1899.

B.M. Morgan, Clerk.

"Exhibit No. 2."



# Judgment Lien Docket.

103.

Date of Judgment	By What Court Rendered	Time of Docketing	Name and Description and Residence of Parties	Debt, Damages, Interest and Costs.	Amount, and date of Credits.
1884 mch. 27 <sup>th</sup>	Lee County Circuit Court.	1884 April 7 <sup>th</sup>	Wm J. Fleming for. Wm H. Burns - Plff. vs { on a scire facias L.D. Fulkerson, curator of Chas. Daugherty's Est. Lee S. Fulkerson & W.W. Fulkerson - - - Defts.	Judgment for \$109.04 with legal interest on \$100.00 part thereof from the 16 <sup>th</sup> day of October 1871 till paid and the costs C 4.13 S 1.50 C 25-	Cr. Mch 28 <sup>th</sup> 1881, \$31.30 paid by W.W. Fulkerson. " Decr 10 <sup>th</sup> 1881 \$6.00 paid by L.S. Fulkerson " Jan. 11 <sup>th</sup> 1882 \$62.00 paid by Chas. Daugherty " Aug. 31 <sup>st</sup> 1882 \$54.00 paid by W.W. Fulkerson

"Exhibit No. 16."

Virginia, Lee County, to wit:

I, B.M. Morgan, Clerk of the County Court for the County and State aforesaid, do certify that the foregoing is a true transcript from Judgment Lien Docket No. 2, page 103, a record book in my office.

Given under my hand this the 26 day of October, 1899.

B.M. Morgan Clerk.



# Judgment Lien Docket.

Date of Judgment.	By what Court Rendered	Time of Docketing	Name and Description and Residence of Parties.	Debt, Damages, Interest and Costs.	Amount, and date of Credits.
1886 Mch. 30 <sup>th</sup>	Lee Co. Circuit Court.	1886 Apr 6 <sup>th</sup>	Jos Locheim & Co. Plffs. vs. { In Debt. J. H. Bales, W. W. Bales & L. D. Fulbrerson of Lee Co. Va --- Defts.	Judgment for \$152.91 with legal interest thereon from the 6 <sup>th</sup> day of Sept. 1885 - till paid & the costs C. 4.61 S. 1.50 A 2.50 Co.C. .25-	

"Exhibit No. 19."

Virginia, Lee County, to wit:  
I, B M. Morgan, Clerk of the County Court for the County and State aforesaid, do certify that the foregoing is a true transcript from Judgment Lien Docket No. 2, page 140, a record book in my office.  
Given under my hand this the 26 day of <sup>October</sup>~~September~~, 1899.  
B. M. Morgan, Clerk.



# Judgment Lien Docket.

147

Date of Judgment	By What Court Rendered	Time of Docketing	Name and Description and Residence of Parties.	Debt, Damages, Interest and Costs.	Amount, and Date of Credits.
1886 Aug. 28.	Lee Circuit Court.	1886 Sept. 7 <sup>th</sup>	J. B. Bayer --- Plff. vs { In Debt. L. D. Fulerson of Lee Co. Va. --- Def.	Judgment for \$287.00 with legal interest thereon from the 4 <sup>th</sup> day of Dec. 1885 till paid + the costs. C. 4.51 C. 2.50 Co. c. 25-	Cr. Dec 29 1885 \$30.00

Virginia, Lee County, to wit:

I, B.M. Morgan, Clerk of the County Court for the County and State aforesaid, do certify that the foregoing is a true transcript from the records in my office, Judgment Lien Docket No. 2, page 147.

Given under my hand this the 26 day of <sup>October</sup> ~~September~~, 1899.

"Exhibit No. 22."

B.M. Morgan, Clerk.



## Judgment Lien Docket.

Date of Judgment	By what Court Rendered.	Time of Docketing	Name and Description and Residence of Parties.	Debt, Damages, Interest and Costs.	Amount and Date of Credits.
Dec 9 1887	Lee Circuit Court.	Jan. 10 <sup>th</sup> 1888.	Jessie R. Eddels, Assignee &c - - Peff. vs. { In Debt. J. H. Bales, H. L. Bales, L. D. Fulkerson & W. W. Bales.	Judgment for \$200.00 with legal interest thereon from the 1 <sup>st</sup> day of Nov. 1886 till paid and the costs C. 4.81 S. 2.00 A. 2.50 Co.C. .25-	

Virginia, Lee County, to wit:

I, B.M. Morgan, Clerk of the County Court for the County and State aforesaid, do certify that the foregoing is a true transcript from the Judgment Lien Docket No. 2, page 173, a record book in my office.

Given under my hand this the 26 day of <sup>October</sup> ~~September~~, 1899.

B. M. Morgan, Clerk.

"Exhibit No. 25"



## Judgment Lien Docket.

Date of Judgment	By What Court Rendered.	Time of Docketing	Name and Description and Residence of Parties.	Debt, Damages, Interest and Costs.	Amount, and Date of Credits.
1887 Sept 3"	Lee Circ't. Court.	1887 Sept. 9"	Emma Harber --- Plff. against E In Debt. L. D. Fulkerson, cu- rator <sup>re</sup> & Chas. E. Baylor --- Defts.	Decree for \$38.44 with legal interest thereon from the 25 <sup>th</sup> day of August 1886 till paid and the costs C 1.44 Geo. C. 25-	

Virginia, Lee county, to wit:

*B. M. Morgan*  
I, ~~S. V. Richmond~~, Clerk of the county court for said county,

do certify that the foregoing is a true transcript from the records  
in my office. Given under my hand this the 26 day of October

1899.

*B. M. Morgan* Clerk.*"Exhibit No. 28."*



## Judgment Lien Docket.

Date of Judgment	By What Court Rendered	Time of Docketing.	Name and Description and Residence of Parties.	Debt, Damages, Interest and Costs.	Amount, and Date of Credits.
1887 Sept. 3 <sup>rd</sup>	Lee Circuit Court.	1887 Sept. 9 <sup>th</sup>	A. L. Pridemore, of Lee Co. Va. --- Plff. against. { In Debt. L. D. Fulkerson, curator & Chas. E. Baylor --- Defts.	Decree for \$100.00 with interest thereon from the 25 <sup>th</sup> day of January 1887 till paid & the costs C. 1.44 Co. C. 25-	

Virginia, Lee county, to wit:

I, B. M. Morgan  
~~S. V. P. Richmond~~, Clerk of the county court for said county,do certify that the foregoing is a true transcript from the records in my office. Given under my hand this the 26 day of October

\_\_\_\_\_, 1899.

B. M. Morgan Clerk.

"Exhibit No 29."



## Judgment Lien Docket.

Date of Judgment	By What Court Rendered	Time of Docketing	Name and Description and Residence of Parties	Debt, Damages, Interest and Costs.	Amount, and Date of Credits.
1887 Sept 3 <sup>rd</sup>	Lee Circuit Court	1887 Sept. 9 <sup>th</sup>	The Bays Children. Plffs against. { In debt. L.D. Fulerson curator of C. Daugherty. + Chas. E. Baylor — — Defts.	Decree for \$32.02, with legal interest thereon from the 25 <sup>th</sup> day of August 1886, till paid and the Costs C. 1.44. Co.C. 25-	

"Exhibit No. 30."

Virginia, Lee county, to wit:

B.M. Morgan  
I, S.V.F. Richmond, Clerk of the county court for said county,do certify that the foregoing is a true transcript from the records  
in my office, J.L.D.No.2, page 168. Given under my hand this the26 day of October, 1899.

B.M. Morgan Clerk.



## Judgment

## Lien Doctet.

Date of Judgment	By What Court Rendered	Time of Docketing	Name and Description and Residence of Parties.	Debt, Damages, Interest and Costs	Amount, and Date of Credits.
1887 Sept 3 <sup>rd</sup>	Lee Circuit Court.	1887 Sept 9 <sup>th</sup>	Chas. E. Baylor of Lee Co. Va. - Plff. vs. { In Debt. L. D. Fulkerson, Curator of Chas. Daugherty, dec'd. Deft.	Decree for \$1979.91 with legal interest thereon from the 25 <sup>th</sup> day of August 1886, till paid and the Costs C 1.44 Co. C. 25-	

"Exhibit No. 31."

Virginia, Lee county, to wit:

I, ~~S. V. F. Richmond~~ <sup>B. M. Morgan</sup>, Clerk of the county court for said county,do certify that the foregoing is a true transcript from the records  
in my office, J.L.D.2, page 168. Given under my hand this the26 day of October, 1899.

B. M. Morgan Clerk.



# Judgment Lien Docket.

169.

Date of Judgment	By What Court Rendered.	Time of Docketing.	Name and Description and Residence of Parties.	Debt, Damages, Interest and Costs.	Amount, and Date of Credits.
1887 Sept. 3 <sup>rd</sup>	Lee Circuit Court.	1887 Sept. 9 <sup>th</sup>	The heirs of Elizabeth Green ----- Plff. against { In Debt. L.D. Fulderson, cu- rat. & Chas. E. Baylor ----- Defs.	Decree for \$192.22 with legal interest thereon from 25 <sup>th</sup> day of August 1886, till paid C 1.44 Co. C. 25 <sup>c</sup>	

Virginia, Lee county, to wit:

I, ~~S.F.V. Richmond~~ <sup>B.M. Morgan</sup>, Clerk of the county court for said county,

do certify that the foregoing is a true transcript from the record  
in my office. Given under my hand this the 26 day of October

1899.

B.M. Morgan Clerk.

"Exhibit No. 32."



# Judgment Lien Docket.

168.

Date of Judgment	By What Court	Time of Docketing	Name and Description and Residence of Parties.	Debt, Damages, Interest and Costs.	Amount and Date of Credits.
1887 Sept 3 <sup>rd</sup>	Lee Circuit Court	1887 Sept 9 <sup>th</sup>	Rosetta Harber. - Plff. against E. In debt. L. D. Fulserson, Curator of C. Daugherty & Chas E. Baylor. Defts.	Decree for \$64.07 with legal interest thereon from the 25 <sup>th</sup> day of August 1886, till paid and the costs. C 1.44 Geo. C. 25-	

Virginia, Lee county, to wit:

I, B. M. Morgan  
S. V. ~~Richmond~~, Clerk of the county court for said county,

do certify that the foregoing is a true transcript from the records in my office, J.L.D.No.2, page 168. Given under my hand this the

26 day of October, 1899.

B. M. Morgan Clerk,

"Exhibit No. 33."



# Judgment Lien Docket.

Date of Judgment.	By What Court Rendered.	Time of Docketing.	Name and Description and Residence of Parties.	Debt, Damages, Interest and Costs.	Amount, and Date of Credit.
1887 Sept. 3 <sup>rd</sup>	Lee Circuit Court	1887 Sept. 9 <sup>th</sup>	Andrew Edmonson, Guardian for &c. Plff. against Edin Debt. L. J. Fullerson curat & Chas. E. Baylor. Defto.	Decree for \$192.22 with legal interest there- on from the 25 <sup>th</sup> day of August 1886 till paid and the costs C. 1.44 Co. C. 25-	

"Exhibit No. 34."

Virginia, Lee county, to wit:

I, B. M. Morgan  
S. V. F. Richmond, Clerk of the county court for said county,

do certify that the foregoing is a true transcript from the records  
in my office. Given under my hand this the 26 day of October  
1899.

B. M. Morgan Clerk.



# Judgment Lien Docket.

176.

Date of Judgment.	By What Court Rendered.	Time of Docketing.	Name and Description and Residence of Parties.	Debt, Damages, Interest and Costs.	Amount, and Date of Credits.
1887 Sept. 3 <sup>rd</sup>	Lee Circuit Court.	1888. May 7 <sup>th</sup>	A. Edmonson, of Lee Co. Va. - - - Plff. vs. { In Debt: L. D. Fulkerson & Co. E. Baylor, of Lee Co. Va. - - - Defts.	Decree for \$414.79 with legal interest thereon from the 25 day of January 1887 till paid and the costs C. 2.32 Co. C. 25 <sup>c</sup> .	

"Exhibit No. 35."

Virginia, Lee county, to wit:

I, B. M. Morgan  
~~S. V. E. Richman~~, Clerk of the county court for said county,  
do certify that the foregoing is a true transcript from the records  
in my office, J.L.D. No. 2, page 176. Given under my hand this the  
26 day of October, 1899.

B. M. Morgan Clerk.



# Judgment Lien Docket.

Date of Judgment	By what Court Rendered.	Time of Docketing	Name, and Description and Residence of Parties.	Debt, Damages, Interest and Costs.	Amount and Date of Credits
1888 Apr. 7 <sup>th</sup>	Lee Circuit Court	May 18 <sup>th</sup> 1888.	S. M. & R. B. Beatty, Adms. of J. M. Beatty - Plffs. vs. E. In Chy. L. D. Fulserson, Curator of C. Daugherty's Est. def.	Decree for \$423.81 with legal interest thereon from the 1 <sup>st</sup> day of March 1888, till paid & the costs. C. 8.67 Commr. 30.00 S. 90. Duncan Commr. \$240.00 Wit. 40 G. & L. 5.00 A. 15.00 Co. C. 25-	As per Decree \$105.00 with interest from Jan'y. 1 <sup>st</sup> 1881 of this recovery is for the benefit of A. L. Pridemore. see Chcy O.B. 141. J. A. G. Hyatt & Co.

"Exhibit No. 38"

Virginia, Lee County, to wit:

*B. M. Morgan*  
I, ~~S. V. F. Richmond~~, Clerk of the county court for said county,

do certify that the foregoing is a true transcript from the records in my office. J.L.D. 2. page 173. Given under my hand this

the 26 day of October, 1899. *B. M. Morgan* Clerk.



# Judgment Lien Docket.

179.

Date of Judgment	By what Court Rendered	Time of Docketing	Name and Description and Residence of Parties.	Debt, Damages, Interest and Costs.	Amount and Date of Credits.
Sept 3 <sup>d</sup> 1888.	Lee Circuit Court	1888 Sept 13 <sup>d</sup>	Hiram Jones -- Plff. against { In Debt. L.D. Fulkerson & R.M. Bales of Lee Co. Va. --- Deft.	Judgment for \$500.00 with legal interest thereon from the 28 <sup>th</sup> day of Feby. 1878 till paid & the costs C. 4.61 S. 1.00 A. 2.50 Co.C. .25-	Cr. Apl 19. 1879 \$27.11 " May 25 1880 50.00 " July 10 1883 226.70

"Exhibit No. 40"

Virginia, Lee County, to wit:

I, B.M. Morgan, Clerk of the County Court for the County and state aforesaid, do certify that the foregoing is a true transcript from the Judgment Lien Docket No. 2, page 179, a record book in my office.

Given under my hand this the 26 day of October, 1899.

B.M. Morgan, Clerk.



# Judgment Lien Docket.

Date of Judgment.	By what Court Rendered.	Time of Docketing.	Names and Description of Parties.	Debt, Damages, Interest and Costs.	Amount and Date of Credits.
1892 <del>Aug.</del> 20 <sup>th</sup> Oct. 12 <sup>th</sup>	Lee Circuit. Court.	1892 Oct. 13 <sup>th</sup>	Citizens Bank & Trust Co. of Tennessee....Plff. vs. E. In Debt. L.D. Fulkerson of Lee Co. Va. --- Deft.	Judgment for \$477.40 with legal interest on \$434.00 part thereof, from May 22 <sup>nd</sup> 1892, and \$43.40 from the 12 <sup>th</sup> day of October 1892 till paid & the costs. C. 4.74 A. 2.50 Co. C. 25.	

Virginia, Lee County, to wit:

I, B.M. Morgan, Clerk of the County Court for the County and State aforesaid, do certify that the foregoing is a true transcript from Judgment Lien Docket No. 3, page 1, a record book in my office.

Given under my hand this the 26 day of <sup>October</sup> ~~September~~, 1899.

B.M. Morgan, Clerk.

"Exhibit No. 43"



# Judgment Lien Docket.

58

Date of Judgment	By What Court Rendered	Time of Docketing	Names and Description of Parties.	Debt, Damages, Interest and Costs.	Amount and Date of Credits.
1894 <sup>1894</sup> June 13 <sup>th</sup> March 1.	Lee Lec. Circuit Court.	1894 June 13 <sup>th</sup> <del>March 1</del>	Bank of Com. Gap. vs { Debt. L.D. Fielderson & W.W. Bales - - - - Defts.	Judgment for \$100.00 one hundred dollars with interest from the 20 <sup>th</sup> day of January, 1894 till paid and the costs: C. 4.81 S. 1.00 Att. 2.50 Co. C. 25.	March 16 <sup>th</sup> 1894.

V

Virginia, Lee County, to wit:

I, B.M. Morgan, Clerk of the County Court for the County and State aforesaid, do certify that the foregoing is a true transcript from Judgment Lien Docket No. 3, page 58, a record book in my office.

Given under my hand this the 26 day of <sup>October</sup> September, 1899.

B.M. Morgan, Clerk.

"Exhibit No. 52"



# Judgment Lien Docket.

58

Date of Judgment.	By what Court Rendered.	Time of Docketing	Names and Description of Parties.	Debt, Damages, Interest and Costs.	Amount and Date of Credits.
1894 <del>June 13<sup>th</sup></del> March Term.	Lee Co. Circuit Court.	1894 <del>March</del> June 13 <sup>th</sup>	Bank of Cumberland Gap. ----- Plff. vs & Debt. L.D. Fulkerson & Hattie A. Fulkerson. Defs.	Judgment for \$100.00 one hundred dollars with interest from the 22 <sup>nd</sup> day of January, 1894 till paid and the costs C. 4.96 S 1.00 Atty 2.50 Co. C. 25.	March 16 <sup>th</sup> 1894

Virginia, Lee County, to wit:

"Exhibit No. 33."

I, B.M. Morgan, Clerk of the County Court for the County and State aforesaid, do certify that the foregoing is a true transcript from Judgment Lien Docket No 3, page 58, a record book in my office.

Given under my hand this the 26 day of ~~September~~ <sup>October</sup>, 1899.

B. M. Morgan, Clerk.



## Judgment Lien Docket.

Date of Judgment	By What Court Rendered	Time of Docketing	Names and Description of Parties.	Debt, Damages, Interest and Costs.	Amount and Date of Credits.
1894 Nov Term.	Lee Circuit Court	1894 Dec 10 <sup>th</sup>	Bonds of Shawnee against L.D. Fulkerson and W. W. Balis	Judgment for \$150.00 with legal interest from 1 <sup>st</sup> day of July 1893 until paid and costs C 6.64 S 1.00 Jury 1.00 Atty 2.50 Co.C. .25-	Cr \$13.90 July 1 <sup>st</sup> 1893.

"Exhibit No. 57."

Virginia, Lee County, to wit:

I, B.M. Morgan, Clerk of the County Court for the County and State aforesaid, do certify that the foregoing is a true transcript from Judgment Lien Docket No. 3, page 83, a record book in my Office.

Given under my hand this the 26 day of October, 1899.

B.M. Morgan, Clerk.



## Judgment Lien Docket

Date of Judgment	By what Court Rendered	Time of Docketing	Names and Description of Parties	Debt, Damages, Interest and Costs	Amount and Date of Credits.
1894 Nov Term	Lee Co Circuit Court	1894 Dec 10 <sup>th</sup>	Bank of Shawnee Plt. vs. L.D. Fulkerson, H.C.L. Richmond and W. W. Bales --- Defs.	Judgment for \$600 <sup>00</sup> with legal interest from 9 <sup>th</sup> day of January 1892 until paid and costs @ 7.66 \$ 2.00 Jury 1.00 Atty 2.50 Co.C. 25-	

Exhibit No 39"

Virginia, Lee County, to wit:

I, B.M. Morgan, Clerk of the County Court for the County and State aforesaid, do certify that the foregoing is a true transcript from the Judgment Lien Docket No. 3, page 84, a record book in my office.

Given under my hand this the 26 day of <sup>October</sup> September, 1899.

B.M. Morgan Clerk.



## Judgment Lien Docket

Date of Judgment	By What Court Rendered	Time of Docketing	Names and Description of Parties	Debt, Damages, Interest and Costs	Amount and date of Credits.
1894 Nov. Term	Lee Co Circuit Court	1894 Dec 10 <sup>th</sup>	Bank of Shawnee Plff. vs. { L.D. Fulkerson, R.J. Fulkerson, C.E. Ful- kerson and H.C.V. Richmond - - Defts.	Judgment for \$214. <sup>65</sup> / <sub>100</sub> with legal interest from the 1 <sup>st</sup> day of July 1892 until paid and costs C 6.74 S 1.50 Jury 1.00 Atty 2.50 Co.C. 25-	

"Exhibit No. 61"

Virginia, Lee County, to wit:

I, B.M. Morgan, Clerk of the County Court for the County and State aforesaid, do certify that the foregoing is a true transcript from Judgment Lien Docket No. 3, page 84, a record book in my office.

Given under my hand this the 26 day of <sup>October</sup> September, 1899.

B.M. Morgan Clerk.



# Judgment Lien Docket.

83.

Date of Judgment	By what Court Rendered	Time of Docketing	Names and Description of Parties	Debit, Damages, Interest and Costs.	Amount and Date of Credits.
1894 Nov. Term	Lee Circuit Court	1894 Dec 10 <sup>th</sup>	Bank of Shawanee vs L.D. Fulkerson, Def.	Judgment for \$250.00 with legal interest from the 14 <sup>th</sup> day of October 1891 until paid and costs C. \$6.84 S. 2.00 Jury 1.00 Atty 2.50 Co.C. .25-	Crs. \$7.75 - Oct 14 1891 \$7.75 - paid Jan 20 <sup>th</sup> 1892 7.75 paid Aug 10 <sup>th</sup> 1892 \$7.75 - paid Dec. 31 <sup>st</sup> 1893.

"Exhibit No. 63."

Virginia, Lee County to it:

I, B.M. Morgan, Clerk of the County Court for the County and State aforesaid, do certify that the foregoing is a true transcript from Judgment Lien Docket No. 3, page 83, a record book in my office.

Given under my hand this the 26 day of October, 1899.

B.M. Morgan, Clerk.



## Judgment Lien Docket

Date of Judgment	By What Court Rendered	Time of Docketing	Names and Description of Parties.	Debt, Damages, Interest and Costs.	Amount and Date of Credits.
1894 Novr. Term.	Lee Co. Circuit Court.	1894 Dec. 11 <sup>th</sup>	Band of Shawanee - Plff against L.D. Gulbrerson, H.C. S. Richmond, Hattie A. Gulbrerson R.J. Gul- brerson - - - - Defts	Judgment for \$300.00 with legal interest from the 5 <sup>th</sup> day of August 1891, until paid and costs C 8.74 S 2.60 Jury 1.00 Wits 12.80 Co. 28 -	Cr. \$9.30 paid Aug 7. 1891 \$9.30 paid Nov. 7 <sup>th</sup> 1891 \$9.30 paid March 2 <sup>nd</sup> 1892 \$9.30 " July 6 <sup>th</sup> 1892 \$9.30 " Oct. 20 <sup>th</sup> 1892 \$9.30 " Decem. 31 <sup>st</sup> 1892.

"Exhibit No. 65"

Virginia, Lee county, to wit:

I, B.M. Morgan, Clerk of the county court for said county, do  
certify that the foregoing is a true transcript from Judgment Lien

Docket, No. 3, page 884, a record book in my office.

Given under my hand this the 26th day of October, 1899.

B.M. Morgan, Clerk.



# Judgment Lien Docket

84

Date of Judgment	By what Court Rendered	Time of Docketing	Names and Description of Parties.	Debt, Damages, Interest and Costs.	Amount and Date of Credits.
1894 Nov. Term	Lee Co. Circuit Court	1894 Dec 16th	Bank of Shawanee Plff. vs. $\frac{1}{2}$ L. D. Fulkerson. Deft.	Judgment for \$500.00 with legal interest from the 4 <sup>th</sup> day of September 1891 and costs C. 6.83 S. 1.00 Atty 2.50 Co. C. . 25-	

"Exhibit No. 67."

Virginia, Lee County, to wit:

I, B.M. Morgan, Clerk of the County Court for the County and State aforesaid, do certify that the foregoing is a true transcript from Judgment Lien Docket No. 3, page 84, a record book in my office.

Given under my hand this the 26 day of <sup>October</sup> September, 1899.

B.M. Morgan Clerk.



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Eliza A. Taylor

vs  $\frac{3}{2}$  In Chancery.

Hattie A. Fullerson et al.

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Transcripts from Judgment  
Dockets, Exhibits 2, 16,  
19, 22, 25, 28, 29, 30,  
31, 32, 33, 34, 35, 38,  
40, 43, 52, 55, 57, 59,  
61, 63 and 65 - filed  
with Bill.

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H. G. M. 1893 March 20	Eliza A. Taylor vs. L. D. Fulkerson	Judgment for \$432.00 and legal interest thereon from 22 <sup>nd</sup> May 1892 till paid and the costs C. 4.79 S. .50 A. 2.50 Co. c. <u>25</u>	Fi. Not executed no. La. Property found May 1 <sup>st</sup> 1893. J. M. Weston, D.S.	1 <sup>st</sup> May Rules 1893.
	Judgt. March 15-1893 O.B. 266.			

"Exhibit No. 3."

Virginia, Lee county, to wit:

I, A.B. Munsey, Clerk of the Circuit court for said County, do  
 certify that the foregoing is a true transcript from Execution

Book, No. \_\_\_\_, page 36, a record book in my office.

Given under my hand this the 14 day of <sup>October</sup> September, 1899.

A.B. Munsey, Clerk.



1884 April 2	B	<p>Wm J. Fleming for Wm H Burns</p> <p>vs.</p> <p>L.D. Fulkerson, curator of the Est of Chas. Daugherty, Lee S. Ful- kerson &amp; W.W. Fulkerson</p> <p>March Term 1884 O.B. 442</p>	<p>Judgment for \$109.04, with legal interest on \$100.00 part thereof from 16" Octo. 1871 till paid &amp; the costs, subject to the following cred- its, to wit \$31.30 paid by W.W. Fulkerson March 28 1881, \$6.00 paid by Lee S. Fulkerson Decr. 10<sup>th</sup> 1881, \$62.00 paid by Chas. Daugh- erty Jan'y 11<sup>th</sup> 1882 and \$54.00 paid by W.W. Ful- kerson Aug 31<sup>st</sup> 1882</p>	<p>Fi Fa.</p> <p>Satisfied, see recpts endorsed on fi. fa. S.H. Ewing, d.S.</p>	<p>June Rules 1884</p>
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Virginia, Lee county, to wit:

I, A.B. Munsey, Clerk of the Circuit Court for said County, do  
certify that the foregoing is a true transcript from Execution  
Book No. \_\_\_\_, page 197, a record book in my office.

Given under my hand this the 14 day of <sup>October</sup> September, 1899.

A.B. Munsey, Clerk

"Exhibit No. 187"



Apr. 2 <sup>nd</sup> 1886	H. J. M.	Jos. Louchheim & Co. vs. J. H. Bales, W. W. Bales and L. D. Sulterson.        March Term 1886 O. B. 514	Judgment for \$152.91 with legal interest thereon from the 6 <sup>th</sup> day of May 1886 - till paid and the costs, with stay of execution till, May County Court 1886 C 4.61 S 1.50 A 2.50 Co. C. .25-	Fi Fa	Not leave the office J. A. G. Hy- tiel after May County att. ce. Court 1886      This Judgt. is this day Satisfied the cost paid and the money sent Jos. Louchheim & Co. 314 + 316 M. Street Phila Pa H. J. Morgan, atto for Plff.
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Virginia, Lee County, to wit:

I, A. B. Munsey, Clerk of the Circuit Court for said County, do  
 certify that the foregoing is a true transcript from the Execution  
 Book No. \_\_\_\_\_, page 214, a record book in my office.

Given under my hand this the 14 day of <sup>October</sup> ~~September~~, 1899.

A. B. Munsey Clerk

"Exhibit No. 20."



1886 Sept. 6.	P.	J. B. Boyer. vs. L. D. Fulkerson	Ewing	Judgment for \$287.00 with legal interest thereon from Dec. 4 <sup>th</sup> 1885, till paid & the costs, subject to a credit of \$30.00 paid Dec. 29 <sup>th</sup> 1885 - C 4.51 A 2.50 Co. C. 25-	Fi. Fa.	Did not leave the office by order of Plt's counsel. J. A. G. Hyatt & Co.  Satisfied in full and money paid over to Snow Church & Co. Baltimore counsel for Plff Dec. 15-1886. A. L. Pridemore  The above is endorsed on fi. fa. J. A. G. Hyatt & Co.	Adm Rules 1886.
		Aug Term 1886 O. B. 530.					

Virginia, Lee County, to wit:

I, A. B. Munsey, Clerk of the Circuit Court for said County, do  
certify that the foregoing is a true transcript from the Execu-  
tion Book No. \_\_\_\_, page 225, a record book in my office.

Given under my hand this the 14<sup>th</sup> day of <sup>October</sup> ~~September~~, 1899.

A. B. Munsey Clerk.

"Exhibit No. 23"







1888 Sept. 10.	R+0	Hiram Jones vs. L. D. Fulkerson & R. M. Bales.	Bishop	Judgment for \$500.00 with legal interest thereon from the 28 <sup>th</sup> Febry 1878, till paid and the costs, subject to a credit of \$27.11 paid April 19 <sup>th</sup> 1879 \$50.00 paid May 25 <sup>th</sup> 1880 and \$206.70 paid July 10 <sup>th</sup> 1883.	Fi. Fa.	Stay of Execution 60 days (see order) J. A. G. Munsey clerk	Novr Rules 1888
Decr 1			"		Fi. Fa.	Not executed. E. S. Bishop, Deputy for D. R. F. L. G.	Leby Rules 1889.
Jan 6 <sup>th</sup> 1889			Kineaid		Fi. Fa.	Not executed term of office expired June 29 <sup>th</sup> 1889 E. S. Bishop D.S.	Aug. Rules 1889
July 3 <sup>rd</sup> 1889			"		Fi. Fa.	Not executed for want of time this 2 <sup>nd</sup> Sept 1889 C. H. Kineaid, D.S.	1 <sup>st</sup> Sept Rules 1889
Sept. 2 <sup>nd</sup> 1889					Fi. Fa.	Satisfied See recpts for mal audorsed Jan 16 <sup>th</sup> 1890. C. H. Kineaid, D.S.	1 <sup>st</sup> Novr Rules 1889.
		Sept Term 1888 O.B. 39.		C. 4.61 S. 1.00 A. 2.50 Coc. .28- + 78 + 78 + 78 + 78			

Virginia, Lee County, to wit:

"Exhibit No. 41."

I, A. B. Munsey, Clerk of the Circuit court for said County,  
do certify that the foregoing is a true transcript from Execution  
Book No. \_\_\_\_, page 293, an record book in my office.

Given under my hand this the 14 day of <sup>October</sup> ~~September~~, 1899.

A. B. Munsey, Clerk.



<p>1892 Octo 12</p>	<p>The Citizens Bank &amp; Trust Co. against L. D. Fulsensow</p>	<p>Judgment for \$477.40 &amp; interest on \$434.00 Part thereof from May 22<sup>nd</sup> 1892 and on \$43.40 bal thereof from Octo. 12<sup>th</sup> 1892 till paid and the costs, Tax 1.00 C. 3.79 A. 2.50 Co.C. .25-</p>	<p>Fi. Not to leave of- Fa. fice until order</p>
	<p>Octo 12<sup>th</sup> 1892 O.R. 231</p>		

"Exhibit 43" r

Virginia, Lee county, to wit:

I, B.M. Morgan, Clerk of the County Court for said County, do  
certify that the foregoing is a true transcript from Execution  
Book No. 6666, page 2, a record Book in my office.

Given under my hand this the 14 day of <sup>October</sup> September, 1899.

AVB Munsey Clerk



A.L.P. 1894 June 13 <sup>th</sup>	Bank of Cumberland Gap - vs. L.D. Fulkerson & W. W. Bales - - -  Judgment Mar 1894 OB 3 P 378.	Judgment of March Term <del>one hundred</del> dollars for \$100.00 one hundred dollars and legal interest thereon from the 20 day of Jan- uary 1894 till paid and the costs C. 4.81 S 1.00 Atty 2.50 Co. C. 25	Fi. Fa. Satisfied in full by W.W. Bales paying me the sum of \$114.27 A.L. Pridemore Atty. for Banks	1 <sup>st</sup> Aug Rules 1894.
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Virginia, Lee county, to wit:

I, A.B. Munsey, Clerk of the Circuit Court for said County, do  
certify that the foregoing is a true transcript from the records  
in my office, Execution Book No. \_\_\_\_, page 142.

Given under my hand this the 14<sup>th</sup> day of <sup>October</sup> ~~September~~, 1899.

A.B. Munsey, Clerk.

"Exhibit to 53."



1894 June 13 <sup>th</sup>	Bank of Cum- berland Gap vs. L.D. Fulkerson & Hattie A. Fulkerson	Judgment of March Term F.C. for \$100.00, one hundred Fa dollars and legal interest thereon from the 22 <sup>nd</sup> of January 1894 till paid and the costs C 4.96 S. 1.00 A. 2.50 Co. C 25- + 93	1 <sup>st</sup> Aug. Rules 1894.
	Judgt. Mar 1894 O.D. 3 p 378		

Virginia, Lee county, to wit:

I, A.B. Munsey, Clerk of the Circuit Court for said County, do  
certify that the foregoing is a true transcript from Execution  
Book No. \_\_\_\_\_, page 142, a record book in my office.

Given under my hand this the 14<sup>th</sup> day of <sup>October</sup> ~~September~~, 1899.

A.B. Munsey, Clerk.



1894 November 26 <sup>th</sup>	Bank of Shawanee vs. L.D. Fulkerson W.W. Bales      Judgment Book Term 1894 O.B. Page 397	Judgment for \$150.00 One hundred and fifty dollars the amount of the debt in the dec- laration mentioned, with 6 per cent inter- est from the 1 <sup>st</sup> day of July 1893 until paid and the costs Subject to a credit of \$13.90 paid July 1 <sup>st</sup> 1895 C. 6.64 S 1.00 Jury 1.00 atty 2.50 Co.C. .25-	<i>Fi.</i> <i>Pa.</i>	Satisfied in full, 1 <sup>st</sup> Feby this Dec. 3 <sup>rd</sup> 1894. Rules 1895. B.H. Sewell, atty for Plff.	
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Virginia, Lee county, to wit:

I, A.B Munsey, Clerk of the Circuit Court for said County, do  
certify that the foregoing is a true transcript from Execution

Book No. \_\_\_\_, page 186, a record book in my office.

Given under my hand this the 14<sup>th</sup> day of <sup>October</sup>~~September~~, 1899.

A.B. Munsey, Clerk.



1894 November 26 <sup>th</sup>	Bank of Shawanee vs. L. D. Fulkerson, H. C. S. Richmond, W. W. Bales & Hattie A. Fulkerson	Judgments for \$600.00, against the defendants L. D. Fulkerson, H. C. S. Rich- mond and W. W. Bales and Six per cent interest thereon from the 9 <sup>th</sup> day of January 1892 till paid and the costs subject to the following cred- its \$16.70 paid January the 9 <sup>th</sup> 1892 \$18.60 paid June the 24 <sup>th</sup> 1892 \$18.60 paid October the 7 <sup>th</sup> 1892 \$18.60 paid Decem- ber 31 <sup>st</sup> 1892. \$18.00 paid April the 22 <sup>nd</sup> 1893 \$18.00 paid July 1 <sup>st</sup> 1893. C. 7.66 S. 2.00 Jury 1.00 Atty 2.50 Co. clks 2.50	Fi. Fa.	Did not leave The Office.	1 <sup>st</sup> Feby Rules 1895.
Judgt. Novr. the 16 <sup>th</sup> 1894 O.B.P. 413.					

Virginia, Lee county, to wit:

I, A.B. Munsey, Clerk of the Circuit Court for said County, do  
certify that the foregoing is a true transcript from Execution  
Book No. \_\_\_\_\_, page 192, a record book in my office.

Given under my hand on the 14 day of October, 1899.

A.B. Munsey, Clerk.



190.

<p>1894 November 26<sup>th</sup></p>	<p>Bank of Shawanee vs. L.D. Fulkerson, R. J. Fulkerson, L. E. Fulkerson vs. H. S. Richmond</p>	<p>Judgment for \$214. <sup>65</sup>/<sub>100</sub> Two hundred and four- teen dollars &amp; sixty- five cents, and legal interest thereon from the 1<sup>st</sup> day of July, 1893, till paid and the costs C. 6.74 S. 1.50 Jury 1.00 Atty 2.50 Co. C. 25-</p>	<p>Fi Fa</p>	<p>Did not leave the Office by order of Plffs Atty</p>	<p>1<sup>st</sup> Feby Rules 1895.</p>
	<p>Judgt. November 9<sup>th</sup> 1894 O.B. Page 401</p>				

Virginia, Lee county, to wit:

I, A.B. Munsey, Clerk of the Circuit Court for said County, do  
certify that the foregoing is a true transcript from Execution

Book No. \_\_\_\_\_, page 190, a record book in my office.

Given under my hand this the 14<sup>th</sup> day of ~~September~~ <sup>October</sup>, 1899.

A. B. Munsey, Clerk.



<p>1894 November 26<sup>th</sup></p>	<p>Bank of Shawanee vs. L.D. Fulkerson, Nattie A Fulkerson and J.A. Hamilton</p> <p>Judgt. Novr. 10<sup>th</sup> 1894 O.B. Page 403</p>	<p>Judgment against the de- fendant L.D. Fulkerson for \$250.00 and legal interest thereon from the 14<sup>th</sup> day of October 1891 till paid and the costs Subject to the fol- lowing credits. \$7.75 paid Oct the 14<sup>th</sup> 1891 \$7.75 paid January the 20<sup>th</sup> 1892, \$7.75- paid August the 10<sup>th</sup> 1892 \$7.75 paid December the 31<sup>st</sup> 1893. C. 6.84 S. 2.00 Jury 1.00 Atty. 2.50 Co.C. 25-</p>	<p>Fi. Did not leave Ga. the office</p>	<p>1<sup>st</sup> Feby Rules 1895.</p>
--	---	---	---	--

Virginia, Lee county, to wit:

I, A.B. Munsey, Clerk of the Circuit Court for said county, do  
certify that the foregoing is a true transcript from the Execution  
Book No. \_\_\_\_\_, page 192, a record book in my office.

Given under my hand this the 14<sup>th</sup> day of October, 1899.

A.B. Munsey, Clerk.



1894 November 26 <sup>th</sup>	Baus of Shawnee vs. L.D. Fulkerson, H. L.S. Richmond, Hattie A. Fulkerson By R.J. Fulkerson	Judgment for \$300.00 and legal interest thereon from the 1 <sup>st</sup> day of July 1893 till paid and the costs, subject to a credit of \$9.30 August the 7 <sup>th</sup> 1891. \$9.30 paid Novr 7 <sup>th</sup> 1891. \$9.30 paid March 2 <sup>nd</sup> 1892. \$9.30 paid July 6 <sup>th</sup> 1892. \$9.30 paid Oct the 20 <sup>th</sup> 1892. \$9.30 paid December the 31 <sup>st</sup> 1892. C. 8.74 S. 2.60 Jury 1.00 Atty 2.50 Wito 12.82 Co Clk .25-	Hi. La.	Did not leave the office by order of Plffs atty	1 <sup>st</sup> Feby Rules 1895.
	Judgt. Novr. the 10 <sup>th</sup> 1894. O.B. Page 402				

Virginia, Lee County, to wit:

I, A.B. Munsey, Clerk of the Circuit Court for said County, do  
certify that the foregoing is a true transcript from Execution Book  
No. \_\_\_\_, page 190, a record book in my office.

Given under my hand this the 14 day of October, 1899.

A.B. Munsey, Clk.



Eliza A. Taylor  
vs  $\frac{3}{2}$  In Chancery  
Hattie A. Fulkerson  
et als.

Transcripts from  
~~Judgment Lien~~  
~~Deed~~ Execution  
Books, Exhibits  
3, 17, 20, 23, 26, 41

Musey \$3.50



Virginia,

At a circuit court continued and held for Lee County at the court-house thereof Wednesday, March 15th 1893.

Office Judgments which became final on last day March Term 1893.

Eliza A. Taylor

Plff.

vs.

In Debt.

L.D. Fulkerson

Deft.

The Defendant not appearing after being duly summoned It is considered by the court that Judgment obtained in the clerk's office in favor of the Plaintiff against the defendant for Four hundred and thirty two Dollars, the amount of the note waiving homestead exemptions in the declaration in the declaration mentioned, and legal interest thereon from the 22<sup>nd</sup> day of May 1892 till paid and the costs be made final.

C.	4.79
S.	:50
A.	2.50
Co. C.	.25
	<u>\$8.04</u>

Virginia, Lee County, to wit:

I, A.B. Munsey, Clerk of the circuit court for said county, do certify that the foregoing is a true transcript from Order Book No. 7, page 266, a record book in my office.

Given under my hand this the 14 day of <sup>October</sup>~~September~~, 1899.

A.B. Munsey, Clerk.

"Exhibit No. 1."



Virginia,

At a circuit court continued and held for Lee County at the Court-house thereof on Thursday the 27th day of March 1884.

Wm.J.Fleming for &c.

Plff.

vs.

On a Scire Facias.

L.D.Fulkerson Curator et al.

Defts.

This day came the parties by their attorneys, and thereupon by an agreement between the parties at bar, by their attorneys: It is concédered by the court, that the Plaintiff recover against the defendants L.D.Fulkerson curator of Charles Daugherty decd.Lee S. Fulkerson and W.W.Fulkerson \$109.04 with legal interest on \$100.00 part thereof from the 16<sup>th</sup> day of October 1871, subject to the following credits, to wit:--\$31.30 paid by W.W.Fulkerson March 28th 1881, \$6.00 paid by Lee S.Fulkerson Decr.10th 1881, \$62.00 paid by Charles Daugherty January 11<sup>th</sup> 1882 and \$54.00 paid by W.W.Fulkerson August 31st 1882, and the costs of this motion.

C.	4.13
S.	1.50
Co.C.	25
	<hr/>
	\$5.88

Virginia, Lee County, to wit:

I, A.B.Munsey, Clerk of the circuit court for the county afore said, do certify that the foregoing is a true transcript from Order Book, No. 6 Page 442, a record Book in my office.

Given under my hand this the 14 day of <sup>October</sup>~~September~~, 1899.

A.B. Munsey, Clerk.

"Exhibit No. 15."



Virginia,

At a circuit court continued and held for Lee County at the court house thereof on Monday March 29<sup>th</sup> 1886.

Jos. Louchheim & Co.

Plffs.

vs.

In Debt.

John H. Bales, W. W. Bales & L. D. Fulkerson

Defts.

This day came the parties by their attorneys, and by consent of parties. It is considered by the court that the Plaintiffs recover against the defendants \$152.91 the debt in the declaration mentioned and legal interest thereon from the 6th day of May 1885 until paid and the costs, with stay of execution until after May County Court 1886.

C.	4.51
S.	50
A.	2.50
Co.	<del>0.45</del> 25
	\$8.86

Virginia, Lee County, to wit:

I, A. B. Munsey, Clerk of the Circuit Court for said County, do certify that the foregoing is a true transcript from Order Book No.

6, page 514, a record book in my office.

Given under my hand this the 14 day of <sup>October</sup>~~September~~, 1899.

A. B. Munsey, Clerk.

"Exhibit No. 18."



Virginia,

At a circuit court continued and held for Lee County at the court house thereof on Saturday the 28th day of August 1886.

J.B.Boyer

Plff.

vs.

In Debt.

L.D.Fulkerson

Deft.

This day came the Plaintiff by his attorney and the Defendant L.D.Fulkerson appeared in his own proper person, who confessed Judgment against himself in favor of the Plaintiff for \$287.00, the debt in the declaration mentioned with legal interest thereon from the 4<sup>th</sup> Decr.1885 till paid subject to a credit of \$30.00 paid Decr.29<sup>th</sup> 1885.

It is therefore considered by the court that the Plaintiff recover against the defendant said sum of \$287.00 and legal interest thereon from the 4<sup>th</sup> Decr.1885 till paid & the costs Subject to a credit of \$30.00 paid Decr.29<sup>th</sup> 1885.

C.	4.51
A.	2.50
Co.C.	.25
	<u>\$7.26</u>

Virginia, Lee County, to wit:

I, A.B.Munsey, Clerk of the circuit court for said County, do certify that the foregoing is a true transcript from Order Book No. 6, page 530, a record book in my office.

Given under my hand this the 14 day of <sup>October</sup>~~September~~, 1899.

A.B. Munsey, Clerk.

"Exhibit No. 21."



Virginia,

At a circuit court continued and held for Lee County at the Court house thereof Friday Decr.9<sup>th</sup> 1887.

Judgments which became final on the last day of Novr. Term 1887

Jessee R. Edds assignee &c.

Plaintiff

vs.

In Debt.

J.H. Bales, H.L. Bales, L.D. Fulkerson & W.W. Bales

Defendants.

The defendants not appearing: It is considered by the court that the Judgment obtained in the clerk's office in favor of the Plaintiff, against the defendants for \$200.00 the debt in the declaration mentioned and legal interest thereon from the 1st day of November 1886, till paid and the costs be made final.

Teste-- J. A. G. Hyatt, Clerk.

C.	4.81
S.	2.00
A.	2.50
Co.C.	.25
<del>\$2.50</del>	\$9.56

Virginia, Lee County, to wit:

I, A.B. Munsey, Clerk of the Circuit Court for said County, do certify that the foregoing is a true transcript from Order Book No 7 page 30, a record book in my office.

Given under my hand this the 14 day of <sup>October</sup>~~September~~, 1899.

A.B. Munsey Clerk

"Exhibit No. 24"



Virginia,

At a circuit court begun and held for Lee County at the court house thereof on Monday the 3 September 1888.

Hiram Jones

Plff.

vs.

In Debt.

L.D.Fulkerson and R.M.Bales

Defts.

This day came the parties, by their attorneys, and by consent: It is considered by the court, that the Plaintiff recover against the Defendant Five Hundred (500\$) Dollars, the debt in the declaration mentioned and legal interest thereon from the 28<sup>th</sup> Feby. 1878 till paid and the costs Subject to a credit of \$27.11 paid April 19<sup>th</sup> 1879 by R.M.Bales, also by 50\$ paid May 25<sup>th</sup> 1880, and by \$226.70 paid July 10<sup>th</sup> 1883, with stay of Execution until after 60 days.

C.	4.61
S.	1.00
A.	2.50
Co.C.	.25
	<u>\$8.36</u>

Virginia, Lee County, to wit:

I, A.B.Munsey, Clerk of the Circuit Court for said County, do certify that the foregoing is a true transcript from the records in my office, Order Book No 7, page 39.

Given under my hand this the 14 day of <sup>October</sup> ~~September~~, 1899.

A.B. Munsey, Clerk.

"Exhibit No. 29"



Virginia,

In the Clerk's Office of the circuit court for Lee County on the 12th day of October 1892.

The Citizens Bank and Trust Co.

Plff.

against

In Debt.

L.D.Fulkerson & John W.Carnes

Defts.

This day came the plaintiff by its attorney and the defendant, L.D.Fulkerson appeared in his own proper person, who thereupon confessed a Judgment against himself, in favor of the Plaintiff for Four Hundred and seventy seven Dollars and forty cents the debt and attorneys fees in the declaration mentioned, and legal interest on \$434.00 part thereof, on note waiving homestead exemptions, from the 22<sup>nd</sup> day of May 1892, and a like interest on \$43.40 the residue thereof from the 12<sup>th</sup> day of October 1892, till paid and the costs: It is therefore considered that the Plaintiff recover against the Defendant L.D.Fulkerson said sum of \$477.40 and legal interest on \$434.00 part thereof on note waiving homestead exemptions, from the 22<sup>nd</sup> day of May 1892 and a like interest on \$43.40 balance thereof from May 12<sup>th</sup> 1892 till paid and the costs, and the said John W.Carnes being a non resident, said suit abates as to him.

Teste John R.Gibson, Deputy  
For J.A.G.Hyatt clerk.

Tax	1.00
C.	3.79
A.	2.50
Co.C.	.25
	<u>\$7.54</u>

Virginia, Lee County, to wit:

I, A.B.Munsey, Clerk of the circuit court for said county, do certify that the foregoing is a true transcript from Order Book No.

7, page 231, a record book in my office.

Given under my hand this the 14 day of <sup>October</sup>~~September~~, 1899.

"Exhibit No. 42".

A.B. Munsey, Clerk.



Virginia,

At a circuit court continued and held for Lee County, at the court-house thereof on Teusday June the 12th 1894.

Bank of Cumberland Gap

Plff.

vs.

In Debt.

L.D. Fulkerson & W.W. Bales

Deft.

This day came again the parties by their attorneys who admit that at the last term of this court Judgment was rendered in favor of the plaintiff for the amount of the note sued on except the attorneys fees therein provided for, and as to said fees the cause was continued; but said Judgment was inadvertently omitted to be entered: It is therefore considered by the court now for then the plaintiff recover against the defendants \$100.00 one hundred dollars the debt in the declaration mentioned, and legal interest thereon from the 20th day of January 1894 till paid and the costs, and as to the attorneys fees mentioned in said note the cause is continued.

C.	\$5.27
S.	1.00
Atty	2.50
Co.C.	.25
	<u>\$9.02</u>

Virginia, Lee County, to wit:

I, A.B. Munsey, Clerk of the County Court for said County, do certify that the foregoing is a true transcript from ~~Book~~ Order Book No. 7, page 378, a record book in my office.

Given under my hand this the 14 day of <sup>October</sup>~~September~~, 1899.

A.B. Munsey, Clerk.

"Exhibit No. 5-1"



Virginia,

At a circuit court continued and held for Lee county at the court-house thereof on Teudday June the 12th 1894.

Bank of Cumberland Gap

Pliff.

vs.

In debt.

L.D.Fulkerson & Hattie A.Fulkerson

Deft.

This day came the parties by their attorneys who admit ~~th~~ that at the last term of this court Judgment was rendered in favor of plaintiff for \$100.00 One hundred dollars a part of the note sued on and as to \$54.90 Fifty ~~four~~ dollars & ninety cents the residue of said note, and the attorneys fees mentioned therein the cause ~~wa~~ was continued on the Defendants special plea then filed: It is therefore considered by the court now for then that the plaintiff recover against the defendants \$100.00 one hundred dollars part of the debt in the declaration mentioned and legal interest thereon from the 22nd day of January 1894 till paid and the costs: and as to \$54.90 Fifty four dollars & ninety cents the residue of said debt and the said attorneysfees the defendants then filed a special plea in writing to which the plaintiff replied generally and issue was joined thereon and as to said residue and fees the cause is continued until the next term.

C.	\$5.17
S.	1.00
Atty	2.50
Co.Clk	.25
	<u>\$8.92</u>

Virginia, Lee County, to wit:

I, A.B.Munsey, Clerk of the circuit court for said county, do certify that the foregoing is a true transcript from Order Book No.

7, page 388, a record book in my said office.

Given under my hand this the 14 day of <sup>October</sup> September, 1899.

A.B. Munsey, Clerk

"Exhibit No. 54."



Virginia,

At a circuit court began and held for Lee County, at the court-house thereof on Wednesday November the 7th 1894.

Bank of Shawanee

Plff.

vs.

In debt.

L.D.Fulkerson & W.W.Bales

Deft.

This day came again the parties by their attorneys and the Jury to wit: Henry Davidson, John Edens, J.D.Umbarger, Wm.R.Snodgrass, A.S.Stout, F.C.Whitt, Preston Munsey, J.F.Albert, M.B.Garrett, Charles Horton, G.I.Shelburn & S.S.Surgener, who being selected according to law and sworn the truth to speak upon the issue Joined and having heard the evidence upon their oaths do say "We the Jury find for the plaintiff the sum of \$150.00 the debt in the declaration mentioned with 6 per cent interest thereon from the 1st day of July 1893 until paid Subject to a credit of \$13.90/100 paid July 1st 1893.

It is therefore considered by the court that the Plaintiff recover against the defendants the sum of \$150.00 and legal interest thereon from the 1st day of July 1893 till paid and the costs subject to a credit of \$13.90 as of July the 1st 1893.

C.6.64  
S.1.00  
Jury 1.00  
Atty.2.50  
Co.C. 25  
\$11.39

Virginia, Lee County, to wit:

I, A.B.Munsey, Clerk of the circuit court for said county, do certify that the foregoing is a true transcript from Order Book No.

7, page 397, a record book in my said office.

Given under my hand this the 14 day of ~~September~~ <sup>October</sup>, 1899

"Exhibit No. 56

A.B. Munsey, Clerk.



Virginia,

At a circuit court continued and held for Lee county at the court house thereof on Friday November 16th 1894.

Bank of Shawanee

Plaintiff.

vs.

Debt.

L.D.Fulkerson, H.C.T. Richmond Hattie A. Fulkerson and W.

W. Bales, . . . . . Defendants.

This day came again the parties by their attorneys and the court having maturely considered the motion to set aside the verdict and judgment rendered in this case and grant it a new trial, doth overrule said motion: It is therefore considered by the court that the plaintiff recover against the defendants L.D.Fulkerson, H.C.T. Richmond and W.W. Bales the sum of \$600.00 six hundred dollars and six per cent interest thereon from the 9th day of January, 1892 till paid subject to a credit of \$16.70 paid January 9th 1892, \$18 paid June 24, 1892, \$18.60 paid October 7th 1892, \$18.60 ~~for~~ 60 paid December the 31st 1892, \$18.00 paid April 22nd 1893 \$18.00 paid July 1st 1893 and its costs. And as to the defendant Hattie A. Fulkerson; It is considered by the court that the plaintiff take nothing by its suit but for its false clamor be in mercy &c. And that the defendant Hattie A. Fulkerson recover against the plaintiff the costs by her in this behalf expended.

Plaintiff's costs	C.	7.66
	S.	2.00
	Jury	1.00
	Atty	2.50
	Co.C.	25.
		<u>\$13.41.</u>

Virginia, Lee county, to wit:

I, A.B. Munsey, Clerk of the circuit court for said county, do certify that the foregoing is a true copy from Common Law Order Book No. 7, page 413, in my office.

Given under my hand the 14 day of October, 1899.

"Exhibit No. 58."

A.B. Munsey, Clerk.



Virginia,

At a circuit court continued and held for Lee county, at the court-house thereon on Friday November 9th 1894.

Bank of Shawanee

Plaintiff.

vs.

In Debt.

L.D.Fulkerson, R.J.Fulkerson C.F.Fulkerson and

H.C.T.Richmond

Defendants.

This day came again the parties by their attorneys and pursuant to an agreement of the parties by their attorneys; It is considered by the court that the plaintiff recover against the defendants the sum of (\$214.65) Two hundred and fourteen dollars and sixty-five cents the amount of the note in the declaration mentioned and legal interest thereon from the 1st day of July 1893 till paid and the costs.

Pliffs costs recovered	C	6.74
	S.	1.50
	Jury	1.00
	Atty.	2.50
	Co.C.	<u>.25</u>
		\$11.99

Virginia, Lee county, to wit:

I, A.B.Munsey, Clerk of the circuit court for said county, do certify that the above is a true copy of an order in Common Law Order Book No.7, page 401, in my office.

Given under my hand this 14 day of October, 1899.

A.B. Munsey, Clerk.

"Exhibit No. 60."



Virginia,

At a circuit court continued and held for Lee county at the court house thereof on Saturday November 10th, 1894.

Bank of Shawanee

Plaintiff.

vs.

In Debt.

L.D.Fulkerson, Hattie A. Fulkerson and T.A. Hamilton Defendants.

This day came the parties by their attorneys and then came a jury to wit: Henry Davidson, John Edens, John D. Umbarger, Wm. R. Snodgrass, A.S. Stout, F.C. Whitt, Preston Munsey, J.F. Albert, M. B. Garrett, Charles Horton G.I. Shelburne and S.S. Surgener, who being selected according to law and sworn the truth to speak upon the issue joined, and having heard the evidence and arguments of counsel and being instructed by the court, were sent to their room to consult of their verdict, after some time returned into court and upon their oaths do say "We the Jury find for the plaintiff against L.D. Fulkerson the sum of two hundred and fifty dollars with interest at six per cent from Oct. 14th 1891 subject to a credit of \$7.75 paid Oct. 14th 1891 \$7.75 paid Jan. 20th 1892, \$7.75 paid Aug. 10th 1892 \$7.75 paid Decr. 31st, 1892: and we find for the defendant

Hattie A. Fulkerson. It is therefore considered by the court that the plaintiff recover against the defendant L.D. Fulkerson the sum of \$250.00 Two Hundred & fifty dollars the amount of the note in the declaration mentioned and six per cent interest thereon from the 14th day of October, 1891, till paid subject to a credit of \$7.75 paid Oct. 14th 1891 \$7.75 paid Jan 20th 1892 \$7.75 paid August the 10th 1892 \$7.75 paid December the 31st 1892 and its costs in this behalf expended. And as to the defendant, Hattie A. Fulkerson: It is considered by the court that the plaintiff take note ing by its false clamor be in mercy &c. And that the defendant Hattie A. Fulkerson recover against the plaintiff the costs by her in this behalf expended.

Plaintiffs costs recovered	C.	3.84
	S.	2.00
	Jury	1.00
	Atty	2.50
	Co. c.	.25
		<u>\$12.59</u>

A copy, Teste: A. B. Munsey, Clerk.

Exhibit No. 62



Virginia,

At a circuit court continued and held for Lee county, at the court house thereof on Saturday November 10th 1894.

Bank of Shawanee

Plaintiff

vs.

In Debt.

L.D.Fulkerson, H.C.T.Richmond, Hattie A.Fulkerson

and R.J.Fulkerson

Defendants.

*# 9.30 Oct 20 1892*  
This day came again the parties by their attorneys and the Jury adjourned over on yesterday appeared in court pursuant to their adjournment and after having fully heard the evidence and being instructed by the court found the following verdict "We the Jury find for the plaintiff the sum of \$300.00 and legal interest thereon from the 5th day of August 1891 subject to a credit of \$9.30 Aug 7th 1891 \$9.30 Novr 7 1891 \$9.30 march 2-1892 \$9.30 July-6-18-92 \$9.30 Decr.3L-1892 and by consent of counsel Judgment is to go against Hattie A.Fulkerson for the above sums as against the other defendants" It is therefore considered by the court that the plaintiff's recover against the defendants L.D.Fulkerson, H.C.T.Richmond Hattie A.Fulkerson and R.J.Fulkerson the sum of \$300.00 Three hundred dollars and legal interest thereon from the 5th day of August 1891 subject to a credit of \$9.30 August the 7th 1891, \$9.30 paid Novr.the 7th 1891 \$9.30 paid March the 2nd 1892 \$9.30 pd.July 6th 1892 \$9.30 October the 20th 1892 \$9.30 paid December the 31st 1892 And that the plaintiff recover against the defendants the costs by it in this behalf expended.

Pliffs Costs recovered.	C	\$8.74
	S.	2.60
	Jury	1.00
	Atty	2.50
	Wits.	12.82
	Co.c.	.25

\$27.91

Virginia, Lee county, to wit:

I, A.B.Munsey, Clerk of the circuit court for said county do certify that the foregoing is a true transcript of an order from Common Law Order Book No.7, page 402, in my office.

Given under my hand this the 14 day of Oc ober, 1899.

*A.B. Munsey Clerk*

*"Exhibit to 64"*



Virginia,

At a Circuit Court continued and held for Lee County, at the court-house thereof, on Friday November 9th, 1894.

Bank of Shawanee

Plff.

vs

( In Debt.

L.D.Fulkerson and Hattie A.Fulkerson

Defts.

This day came again the parties by their attorneys, and then came a Jury, to wit: Henry Davidson, John Edens, John D. Umberger, Wm.B.Snodgrass, A.S.Stout, F.C.Whitt, Preston Munsey, J.F.Albert, M.B.Garrett, Charles Horton, G.I.Shelburn and S.S.Surgener, who being selected according to law and sworn the truth to speak upon the issue joined after having heard the evidence and arguments of counsel and being instructed by the court were sent to their room to consult of their verdict, After some time returned into court and upon their oaths do say "We the Jury find for the plff. against L.D.Fulkerson the sum of five hundred dollars the debt in the declr. mentioned and 6 per cent. interest thereon from the 4th day of Sept. 1891 till paid Subject to a credit of \$15.50 paid Sept. 4th 1891 \$15.50 paid Jan 20 1892 \$15.50 paid Mar 30 1892 \$15.50 Oct 7 1892 \$15.50 paid Dec 31st 1892 \$24. paid July 1st 1893, and we the Jury find for the deft. Hattie A.Fulkerson". It is therefore considered by the court that the plaintiff recover against the defendant L.D.Fulkerson the sum of \$500.00 Five hundred dollars and six per cent interest thereon from the 4th day of September 1894 until paid pursuant to said verdict subject to a credit of \$15.50 September the 4th 1891 \$15.50 paid January 20th 1892, \$15.50 paid March the 30th 1892, \$15.50 paid October the 7th 1892- \$15.50 paid December 31st 1892 & \$24.00 paid July the 1st 1893. And as to the Defendant Hattie A.Fulkerson, it is considered by the court that the plaintiff take nothing by its suit but for its false clamor be in mercy &c. And that the defendant Hattie A.Fulkerson recover against the plaintiff the costs by her in this behalf expended.

Plffs.cost.	C.	6.33
	S.	2.00
	Atty.	2.50
	Co.C.	.25
		<u>\$11.58</u>

Virginia, Lee county, to wit:

I, A.B.Mun ey, Clerk of the Circuit Court for said County, do certify that the foregoing is a true transcript from Order Book No. \_\_\_\_\_, page 400, in my office.

Given under my hand this the 13th day of November, 1899.

A.B. Munsey, Clerk.

"Exhibit No. 66."



Eliza A. Taylor  
vs.  $\frac{3}{2}$  In Chancery  
Hattie A. Fulkerson  
et al.

Copies of Judgments.

421

431

471

661

671

Clark 375-

C 37 50



Nannie Harber et al

vs

John, M. Morgan Admr et al

} In Lchy

The depositions of Lehas Thomas H. H. Mink, B. C. Campbell, J. R. Thomas and others, taken pursuant to notice before Me A. M. Goins Special Commissioner in the above styled Cause, to be read in the determination of the questions referred to me as Special Comr. in said Cause.

Quest 1

L. D. Fulkerson, a witness of lawful age being first duly sworn, deposes and says; Did you know Joseph Thomas in his life time?

Ans

I did.

Ques

Please state whether or not said Thomas was indebted to you in any sum at the time of his death, if so has John M Morgan as his Administrator paid you anything thereon?

Ans

He owed me a few dollars I do not remember the exact amount. - I think about \$10. John M Morgan nor, no one else has ever paid me said sum. Said sum of \$10. was a balance on the purchase price of a Mill which I sold said Thomas. All of the purchase price of said Mill was paid me by said Thomas in his lifetime except said sum of \$10.- One of the notes was lifted by Thomas in his lifetime, the other



~~the other~~ on which said \$10. was due I sent  
by some one ~~at~~ Jonesville - I think it  
was to J. M. Morgan - I am not sure as to  
this.

X Examined

1 Question did you ever inform John Mor-  
gan that you had a note on Jos Thomas  
or ask him for payment of <sup>the</sup> same?

Ans I dont remember that I ever did,  
And futher this deponent saith not.

L. D. Fulkerson

A Copy

Teste: A B Munsey Clerk



Hannie Harber et al  
of Depos Copy of Depos  
Jno M Morgan Adm et al

Exhibit "A.B.M.I."

Fee copy 30<sup>cts</sup>



On the 10th day of Nov. 1884 I bind myself my heirs &c. to pay  
L.D. Fulkerson One hundred & Fifty dollars with interest from date,  
and I hereby ~~wave~~ the benefit of the homestead exemption laws of Va.  
as to this debt. Witness my hand & seal this 3rd day of September,  
1883.

Joseph Thomas (Seal)

(The following endorsements on the back of said note:)

"For value received I assign the within note to H.C.T. Richmond.  
Nov. 26th, 1884.

L.D. Fulkerson.

"Recd payment in full of the within note, from Jno M. Morgan, admr.  
of Joseph Thomas decd, this Dec. 16th, 1884.

H.C.T. Richmond assignee  
of L.D. Fulkerson.

A Copy Teste:

A.B. Mursey Clerk of



Eliza A. Taylor et als  
vs }  
Fattie A Fulkerson et als

Exhibit "A.B.M.2"  
with the depositions  
of A.B. Munsey

Clerk 25<sup>cts</sup>



1	L. H. Flauary et al	ads Wm M Collinsworth	1.
2	Same et al	" Joseph Ely	1.
3	Fulkerson, L. S.	" Daugherty & Baylor	2.
4	Fitto W. H.	" Henry Miller, Assignee re	12.
5	Fitto John R et al	" Wm Sawyer et al	15.
6	Fitto A. M. et al.	" Same	15.
7	Fergusson Henry P. et al	ads. George B. Milbourn for re	16.
8	Fitto, Andrew M.	" John R. Fitto for re.	17.
9	Fleenor, D. E.	" Litton, Wood & Co.	3.
10	Flauary Zion	" John M. Cole	28.
11	Fleenor Berry H	" A. R. Dickinson	29.
12	Fulkerson Wm W et al	" Geo V. Hitchfied, Admr re	30.
13	Fairfax Joseph et als.	" Jas. W. Jayne et al. Admr.	32.
14	Fulkerson Lee S.	" Thos L. Cumshaw Admr re	35.
15	Fulkerson Wm W. et al	" H. Baylor & Bro.	37
16	Flauary J. J. C. et al	" A. L. Pridemore	38
17	Fulkerson Lee S. et al	" Allen H. Milham	41
18	Fulkerson Wm W. et al.	Francis Holliday	47
19	Fulkerson Wm W. et al	" Hagan & Pridemore	49
20	Fulkerson, Lee S et al	" Wm Frigate	50
21	Fulkerson, Wm W. et als.	" Same	50
22	Flauary Zion & another	" Henry J. Morgan	52
23	Flauary Zion	" R. W. Orr & Co for re	53
24	Flauary Zion	" James W. Orr	53
25	Fulkerson, Lee S.	" Chas Daugherty Sur re	54
26	Fitto A. M.	" Wm H. Burns	63
27	Fulkerson Wm W et als	" Wm H. Burns	66
28	Fulkerson Lee S. et als.	" Same	66
29	Fulkerson, Lee S	" Daugherty & Baylor for re	68
30	Fulkerson & Bales	" R. W. Fruit & Co.	72
31	Same	" Holston Salt & Plaster Co.	73
32	Same	" J. Henry Reip	73
	Findley Alex <sup>r</sup> - wife	" Chas Cook's Admr	77



Fulkerson & Bales	" Stoneburners & Richards	78
Same	" Hurst Purcell & Co	78
Flanary J. B. F. et al	" Singer Manufacturing Co	78 1/2
Flanary Zion et al	" Singer Manufacturing Co	78 1/2
Fulkerson & Bales	" Tucker Smith & Co	78 1/2
Same	" Gaus Arnold & Co	78
Same	" Weiler Bros & Co.	80
Fulkerson A. H. et al	" Hiram Jones	82
Same et al	" Same	82
Fulkerson Lee S. et al	" Wm J. Flemming for re	83
Fulkerson W. W. et al.	" Same	83
Fugate Henry C	" John D. Sharp	87
Fulkerson, A. H. et al	" Hiram Jones	88
Same et al	" Same	88
Ferguson H. G. et al	" M. B. D. Lane Comr.	90
Fulkerson Lee S	" Jas Howard Assignee	90
Same	" Patrick Hagan	90
Flanary J. F. et al	" S. M. & M. Rosenbaum	98
Fulkerson L. D. Curator re et al	ads. W. J. Fleming for re	103
Fulkerson, Lee S. et al	" Same	103
Fulkerson, W. W. et al	" Same	103
Fletcher, A. R. et al	" Chas E. Baylor	109
Fletcher A. R.	" Surgeon Bales & Co.	115-
Same	" A. R. Surgeon	115-
Same	" J. W. Lawson	115-
Same	" Eliza Lawson	115-
Ferguson H. G.	" H. H. Prashier	119
Flanary William et al	" Thos S. Ely	120
Ferguson H. G. et al	" H. H. Prashier for re	132
Flanary, Zion et al	" Singer Manufacturing Co.	142
Fulkerson L. D. et al	" Lee Taylor & Sneed	138
Same	" " " Jos Köchlin & Co.	140
Same	" " " Lee Taylor & Sneed	151
Same	" J. B. Bayer	147
Fulkerson L. D. Curator	" Jos W. Bales Asso re	151



1	Flauary R.D. Shff Admr	" Ellwells Co.	152
2	Flauary Marion et al	" Susan Stergil	158
3	Flauary Jacob et al	" Same	158
4	Fielder B. F. et al.	" Jefferson Kniser	158
5	Flauary, Zion	" Wrought Iron Range Co.	160
6	Fulkerson L.D. et al	" S.B. Campbell	165
7	Flauary R.D. et al	" A.L. Pridemore	166
8	Same " " "	Same	166
9	Fulkerson L.D. cur + et al	" Emma Harber	168
10	Same	" A.L. Pridemore	168
11	Same	" Rosetta Harber	168
12	Same	" Bays Children	168
13	Same	" Chas E. Baylor	168
14	Same	" Elizabeth Greus heirs	169
15	Same	" A. Edmouson Guard re	169
16	Flauary Jacob et al.	" Jacob Morris	169
17	Fulkerson L.D. et al.	" J.R. Edds et al	173
18	Fitto Andrew M.	" Butter Muncy	174
19	Fulkerson L.D. et al	" A. Edmouson	176
20	Fulkerson L.D. curator re	" S.M. & R.B. Beatty admr	176
21	Same	" A.L. Pridemore	176
22	Flauary R.D., Admr of Alex Harris	" A.C. Harris	177
23	Flauary R.D. et al	" A.L. Pridemore	178
24	Fulkerson L.D. et al	" Miriam Jones	179
25	Fitzpatrick John	" J.B. Cox	183
26	Flauary R.D. et al.	" J.B. Fulkerson	183
27	Fulkerson, L.D.	" Wm M. Davidson	184
28	Same et al	" M.S. Ball, Ex re	188
29	Same et al	" Abner Moore	188
30	Same et al	" John D. Morgan	188
31	Samon Martin L. et al	" Morgan & Armstrong	212
32	Flauary R.D. Admr re	" P.P. Fugate	215
	Fulkerson A.H	" Wm Morrison	222.



Eliza A Taylor

v { In Chancery

Hattie A. Fulkerson

Admors &c et al

---

(1) after depo

Exhibit "B. M. M. No. 2"

with deposition of B.

M. Morgan, Feby 10, 1903.

Geo. P. Cridlin  
Notary Public

Fee for copy 75-cs



1	Fulkerson L.D	ads Citizens Bank & Trust Co.	1.
2	Frank G. et al	" R.C. Ballard Trustee (Trustee)	10
3	Franklin A. Summerfield et al	" Same	10
4	Fulkerson L.D	" Eliza A. Taylor	11
5	Flauary D.C. et al	" Lettie Flauary et al.	18
6	Flauary C.E. Admr of J. J. Rasnick	ads. David Banner	18
7	Fulkerson L.D. et al	ads. Bank of Cumberland Gap	58
8	Same	Same	58
9	Fisher Henry	ads H. H. Hamilton et al	37
10	Flauary C.E.	" Susan A. Ely	40
11	Fletcher A.R.	To George Kida	43
12	Fulkerson L.D, Survivor re	" Mrs Jane Fulton Trustee	47
13	Same	" Maggie Carnes	53
14	Flauary Z. & Co	" Orr & Russell	56
15	Flauary C.E. Shff	" J. F. Howard	62
16	Ferguson H. J. et als	" E. W. Remington Cour.	66
17	Flauary C.E. et als	" Powells Valley Bank	68
18	Fleener M.B.	" C. T. Duncan	70
19	Flauary H.L. Const	" W. N. G. Slump agt	71
20	Same	" Same	71
21	Fleener M.B.	" Hannah T. Harber	71
22	Fleener C.B.	ads H. J. Morgan Admr.	73.
23	Fleener, M.B.	" Same	73
24	Fleener, J. St.	" Same	73
25	Fleener E. C	" Same	73.
26	Fleener M. B.	" Same	73
27	Foy, Horrace E et als	" J. F. Skaggs, Admr et al	77
28	Foy, J. W et als	" Same	77
29	Fulkerson L.D et als	" Kate M. Hunt	83
30	Same Hattie A	" Same	83
31	Fulkerson L.D. et als	" "	83
32	Fulkerson Hattie A et als	" Same	83



1	Fulkerson L.D. et als	"	Quillen & Hudnall	83.
2	Fulkerson Hattie A. et als.	"	Same	83
3	Fulkerson L.D. et als	"	Bank of Shawnee	83
X 4	Same	"	Same	83
5	Fulkerson, L.D. et als	"	Bank of Shawnee	84
6	Fulkerson, L.D. et als	"	Bank of Shawnee	84
7	Fulkerson R.J. et als	"	Same	84
8	Fulkerson C.E. et als	"	Same	84
9	Fulkerson, L.D. et als	"	Same	84
10	Fulkerson L.D. et als.	"	Same	84
11	Fulkerson Hattie A. et als.	"	Same	84
12	Fulkerson R.J. et als.	"	"	84
13	Flauary D.C. et als.	"	Campbell Sleep	84
14	Fleenor M.B.	"	M.L. Sleep	86
15	Fleenor, Columbus	ads	Hambler & Russell	89
16	Fletcher, Wm E.	"	J.L. Farnow	91
17	Fulkerson Hattie A	"	A.B. Kesterson	95-
18	Same	ads	Cumby Gap Bank	95-
19	Same	"	Bank Cumby Gap	95-
20	Flauary C.E., Admr.	"	J.H. Graham	99
21	Flauary D.C.	"	G.C. Jesse	118
22	Fleenor, M.B.	"	Jackson & Blankenship	120
23	Same	"	Same	121
24	Flauary H.L. et al	"	J.G. Reaser Admr.	133.
25	Flauary E.S. et al	"	Same	133.
26	Fugate R.B.	"	R.E. Beall	150
27	Flauary, C.E. et al	"	Commonwealth for re	156
28	Flauary, H.L.	"	A.M. Brown	159
29	Fugate E.S.	"	Blankenship & Ewing	166
30	Flauary, C.E. et al	"	E.W. Pennington Cmr.	172.
31	Flauary, C.E. et al	"	H.B. Morgan Pres.	172.
32	Flauary H.L. et al.	"	Elkanah Pennington	174



1	Flaunary, Rebecca et al	"	Same	174
2	Flaunary, Mary et al	"	Same	174
3	Fammon M.L. & Jane	"	A.J. Baker	175-
4	Fammon Jane & M.L.	"	Same	175-
5	Fletcher A.R.	"	Wm F. & A.M. Gregory	184
6	Fleenor, C.B. ads.	Roop & Pennington		192
7	" Mary E.	"	Same	192
8	Forrester F.B.	"	Sillard Graham	196
9	Fisher James	"	E. J. Goins	198
10	Flaunary Jacob	"	J. H. Redman	204
11	Same	"	W. A. Baker	211
12	Same	"	M. B. Wygal	217
13	Flaunary, C.E. et al.		Sarah A. Smith	221
14				
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Eliza A. Taylor

r { In Chancery.

Hattie A. Fulkerson,

Adm<sup>r</sup> & re et al.

(2) after 1<sup>st</sup> p<sup>o</sup>

Exhibit "B. M. M. No. 3"

with deposition of B.  
M. Morgan, Feby 10, 1903

Geo. P. Cordell  
Notary Public

Fee for copy 60 cts.



Everest, Kan., Oct. 19, 1900,

Mr. A. B. Munsey,

Dear Sir:- I send  
you herewith, deposition of  
Charles Thomas and, also  
Cross-examination by Flintoft  
Smith for plaintiff.

Mr. Thomas paid my fees,  
one dollar <sup>and fifty cents</sup>, which you may  
return to him with his witness  
fees of one dollar and fifty  
cents.

Very Truly  
H. M. Means,  
Notary Public,



Chas. E. Baylor surviving partner  
of the firm of Daugherty & Baylor

To the Curator of said Daughters, Dr.

1883	To this sum amount of cash on hands	Apr. 8 <sup>th</sup> ✓	\$6135 28
Mar. 1 <sup>st</sup>	" " " Choice of goods in stock	" " A	2501 57
" "	" " " Received from notes and accounts	" "	6044 14
Total amount assets March 1 <sup>st</sup> 1883			\$14680 99

1	By this sum paid sundry liabilities	972 77	
2	" " " " H. J. Morgan atty fee	15 00	
3	" " " " J. A. G. Hyatt for settlement	20 00	1007 77

Net sum for Division	\$13673.22
----------------------	------------

By this sum Taylor's  $\frac{1}{2}$  part 683661

Amount going to Daugherty's Est. \$683661

4 By this sum  $\frac{1}{2}$  Daugherty's acct in excess \$ 135 15 135 15

1883	Mr. 1 <sup>st</sup>	Net amount due Daugherty's Curator	\$6701.46
------	---------------------	------------------------------------	-----------

By this sum paid L. J. Fulkerson, Curator 900 00

"	"	"	"	Somme	1000 00
---	---	---	---	-------	---------

"	"	"	"	Same	22773
---	---	---	---	------	-------

"	"	"	"	Same	25597
---	---	---	---	------	-------

"	"	"	"	Same	500 00
---	---	---	---	------	--------

" " " " Same 117555

"	"	"	"	Same	32930
---	---	---	---	------	-------

231291	\$6701	46
--------	--------	----

1884	To this sum unaccounted for last year.	\$2312 91
Nov. 1st.		







A Coper

Teste: A B Munsey Clerk



Eliza A. Taylor  
vs. <sup>3</sup> Au Clay  
Hattie A. Fulkerson et al

"C. E. B."

Filed with the answer of  
J. M. Wheeler.

C S C

---

A. Edmonson Guard Co.  
vs. <sup>3</sup> Statment of  
Survivor C. E.  
Baylor  
Account  
L. D. Fulkerson, Curator

---



The Commonwealth of Virginia.

To The Sheriff of Lee County Greeting:

We Command You, That of the Goods and Chattels of L.D.Fulker-  
son curator &c and Chas.E.Baylor late in your Bailwick, you cause  
to be made \$32.02, with legal interest thereon from the 25 day of  
August, 1886, till payment, which The Bays children lately in our  
Circuit Court of Lee County, have recovered against them by Decree  
Also \$1.69, which to the said Children in our Court were adjudged  
for their costs in that behalf expended whereof the said Fulkerson  
curator & Chas.E.Baylor convicted, as appears to us of record.  
And that you have the same before the Judge of our said Court at  
the Court House on the first Monday in November next, to render to  
the said Bays Children of the Decree and costs as aforesaid.  
And have then and there this writ. Witness, J.A.G.Hyatt, Clerk of  
said Court at the Courthouse.

This 9' day of Sept.1887, in the 112 year of the Commonwealth.

J.A.G.Hyatt Clerk.

C 1.44

Co.C. 25

---

\$1.69

(Endorsement on back.) Did not leave the office.

J.A.G.Hyatt c.c.

*A copy, Teste: A.B. Munsey Clerk*

*(1.)*



The Commonwealth of Virginia.

To The Sheriff of Lee County Greeting:

We Command You, That of the Goods and Chattels of L.D.Fulkerson curator &c. and Chas.F.Baylor late in your Bailiwick, you cause to be made \$100.00, with legal interest thereon from the 25th day of January, 1887, till payment, which A.L.Pridemore lately in our Circuit Court of Lee County, has recovered against them by Decree Also \$1.69, which to the said Pridemore in our Court were adjudged for his costs in that behalf expended whereof the said Fulkerson curator & Chas.F.Baylor are convicted, as appears to us of record. And that you have the same before the Judge of our said Court at the Court House on the first Monday in November next, to render to the said Pridemore of the Decree and costs as aforesaid. And have then and there this writ. Witness, J.A.G.Hyatt, Clerk of said Court at the Courthouse.

This 9<sup>th</sup> day of Sept. 1887, in the 112 year of the Commonwealth.

J.A.G.Hyatt Clerk.

C 1.44

Co.c. 25

\$1.69

(Return.) Not executed on account of sickness.

S.H.Ewing, S.L.C.

A copy, Teste: AB Munsey, Clerk.

(2)



The Commonwealth of Virginia.

To The Sheriff Of Lee County Greeting:

We command you, That of the Goods and Chattels of L.D.Fulkerson curator Chas.Daugherty decd late in your Bailiwick, you cause to be made \$1979.91, with legal interest thereon from the 25 day of August, 1886, till payment, which Chas.E.Baylor (on account of purchases &c.) lately in our Circuit Court of Lee County, has recovered against him by Decree Also \$1.69, which to the said Baylor in our Court were adjudged for his costs in that behalf expended whereof the said L.D.Fulkerson curator &c.is convicted, as appears to us of record. And that you have the same before the Judge of our said Court at the Court House on the first Monday in November next, to render to the said Baylor of the Decree and costs as afore said. 4

And have then and there this writ. Witness, J.A.G.Hyatt, Clerk of said Court at the Courthouse.

This 9' day of Sept.1887, in the 112 year of the Commonwealth.

J.A.G.Hyatt, Clerk.

C. 1.44

Co.C. 25.

\$1.69

(Endorsement on Bac .) Credit Sept.1<sup>st</sup>1889 \$90.00

(Return.) Not executed on account of sickness.

S.H.Ewing, S.L.C.

(3)

A copy, Teste: A.B. Mursey Clerk



The Commonwealth of Virginia.

To The Sheriff Of Lee County Greeting:

We Command You, That of the Goods and Chattels of L.D.Fulkerson and Charles E.Baylor late in your Bailiwick, you cause to be made \$414.79, with legal interest thereon from the 25th day of January, 1887, till payment, which A.Edmonson Guard.for all the heirs of H.W.Edmonson lately in our Circuit Court of Lee County, has recovered against them by Decree Also \$2.57, which to the said Edmonson in our Court were adjudged for his costs in that behalf expended whereof the said Fulkerson and ~~Rxxxx~~ Baylor are convicted, as appears to us of record. And that you have the same before the Judge of our Court at the Court House on the first Monday in July next, to render to the said Edmonson of the Decree and costs as ~~is~~ aforesaid.

And have then and there this writ. Witness, J.A.G.Hyatt, Clerk of said Court at the Courthouse.

This 7th day of May 1888, in the 112 year of the Commonwealth

J.A.G.Hyatt Clerk.

C 2.32

Co.C. 25

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2.57

(Endorsements on back.) Cr.the within Fi.Fa.May 28th 1888 One hundred and sixteen & 54/100 dollars paid by J.R.Gibson for L.D.Fulkerson to Richmond & Orr Attys for Edmonson as shown by receipt given by said Attys.

Cr.Sept.8<sup>th</sup>1887,amt.paid C.T.Duncan as shown by his receipt in Fulkersons hands \$85.00

Cr.May 7<sup>th</sup>1888,amt.paid C.T.Duncan Atty &c.as shown by his receipt in the hands of L.D.Fulkerson \$26.00

(Return.) Not executed Parties claimed they would settle.

E.S.Bishop Deputy for R.D.Flanary S.L.C.

(4/ A copy, Teste: A.B. Munsey, Clerk.



The Commonwealth of Virginia.

To the Sheriff of Lee County Greeting:

We command You, That of the Goods and Chattels of L.D.Fulkerson curator &c. and Chas.F.Baylor late in your Bailiwick, you cause to be made \$192.22, with legal interest thereon from the 25th day of August, 1886, till payment, which A.Edmonson Guard.for Mary F. Chas.F., and W.F.Edmonson lately in our Circuit Court of Lee County, has recovered against them by Decree Also \$4.33, which to the said Edmonson Guard &c.in our Court were adjudged for his costs in that ~~X~~ behalf expended whereof the said Fulkerson & Baylor are convicted, as appears to us of record. And that you have the same before the Judge of our said Court at the Court House on the first Monday in July next, to render to the said Edmonson Guard &c.of the Decree and costs as aforesaid.

And have then and there this writ. Witness, J.A.G.Hyatt, Clerk of said Court at the Courthouse.

This 7th day of May 1888, in the 112 year of the Commonwealth.

J.A.G.Hyatt, Clerk.

C      4.08  
Co.C.   25

\$4.33

(Endorsement on back.) Cr the within Fl.Fa. Sixty Eight & 5/100 dollars May 26th 1888 per order from A.Edmonson Guardian to J.A.G. Hyatt paid by J.R.Gibson for L.D.Fulkerson.

(Return.) Not executed

E.S.Bishop Deputy for R.D.Flanary S.L.C.

(5-) A copy, Teste: A.B. Munsey , Clerk.



The Commonwealth of Virginia.

To The Sheriff Of Lee County Greeting:

We Command You, That of the Goods and Chattels of L.D.Fulkerson Curator Chas.Daugherty's Est. late in your Bailiwick, you cause to be made \$423.81, with legal interest thereon from the 1st day of March, 1888, till payment, which S.M.and R.B.Beaty Administrators of John M.Beaty decd.lately in our Circuit Court of Lee County, have recovered against him by ~~xxx~~ Decree Also \$299.09 plus \$1.13, which to the said Beatys <sup>d</sup>Amrs in our Court were adjudged for their costs in that behalf expended whereof the said Fulkerson curator is convicted, as appears to us of record. And that you have the same before the Judge of our said Court at the Court House on the first Monday in July next, to render to the said Beatys Admr &c. of the decree and costs as aforesaid.

And have then and there this writ. Witness, J.A.G.Hyatt, Clerk of said Court at the Courthouse.

This 15<sup>th</sup> day of May 1888, in the 112 year of the Commonwealth.

J.A.G.Hyatt, Clerk.

H.C.	7.79	plus C	.88
" Comr.	30.00	Co.C/	<u>.25</u>
S	.90		
Duncan Comr.	240.00		\$1.13
Wit	40		<u>229.09</u>
G.A.L.	5.00		\$300.22
A.	15.00		
	<u>\$299.09</u>		

(Endorsed on back.) As per decree \$105.00 with interest from Jany, 1<sup>st</sup> 1881, of this recovery is for the benefit of A.L.Pridemore. See chcy O.B.141.

J.A.G.Hyatt, cc.

\$200 of the Comr fee taxed within has been paid by L.D.Fulkerson.

(Return.) Not executed the parties claiming to try to settle the matter. Sept.10th 1888.

E.S.Bishop Deputy for R.D.Flanary S.L.C.

(6) A copy, Teste: A.B. Munsey Clerk.



Eliya A. Taylor  
vs.  $\frac{3}{2}$  In Chancery.  
Hattie A. Fulkerson et als.

---

"Fi Fa."

---

A. Edmouson, Gd. & c.  
vs  $\frac{3}{2}$  Fi. Fas.  
L. D. Fulkerson, Curator &c

---

See 1.50



WARRANT IN DEBT

COMMONWEALTH OF VIRGINIA,

County of Lee, To-wit:

To The Sheriff of Said County:

I HEREBY COMMAND YOU, in the name of the Commonwealth of Virginia, to summon

Sam Slagel Lives on Road 58

if to be found in your County, to appear at Jonestown Va

within said County of Lee, on 9 day of April, 1954

at 9:00 o'clock A. M. (E.S.T.) before the Trial Justice of said County of Lee to answer the complaint of

Robert Taylor Jr

upon a claim for money for the sum of \$ 82<sup>00</sup>, with interest thereon from the day of

195  , till paid; due by Labor

And then and there make return of this warrant.

Given under my hand this the 31 day of Mar, 1955

J. M. Price, J. P.

vs.

In Debt

Plaintiff

Defendant

On the day of 195, on hearing the above styled case, it is  
adjudged that the plaintiff recover of and from the defendant the sum of \$, with interest  
thereon from the day of 195, till paid

and \$ for his costs.

Trial Justice



No. ....

Robert Taylor Jr Plff.

vs. **WARRANT IN DEBT**

Sam Slagel Deft.

Returnable 9 day of apr, 1954

Executed, within Lee County on the 31 day of march, 1954, by

Lloyd H. Davis  
D.S.

**COSTS**

Justice of Peace	\$ .....
Sheriff	\$ .....
Trial Justice	\$ .....
Witnesses	\$ .....
<b>Total</b>	<b>\$ .....</b>

no ap.

Virginia, Lee County, to-wit:

Executed on the 31 day of March, 1954, within  
the County aforesaid, by delivering a true copy of the within  
date Summons in writing to Sam Slagel in person

W. P. Bays, Sheriff of Lee County, Virginia

By Lloyd H. Davis Deputy Sheriff



The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting,

WE COMMAND YOU TO SUMMON *Kusku Consolidated Coke Com-*  
*pany, a Corporation,*

to appear at the Clerk's office of our Circuit Court of the County of Lee, at the Court-house thereof, at the Rules  
to be holden for said Court, on the *3<sup>rd</sup>* Monday in *April,*

19*10* to answer *W. H. Taylor, Isaac Taylor, James Taylor and*  
*S. J. Witt, merchants and partners in trade doing*  
*business under the firm name of W. H. Taylor, Sonst and*  
*Witt,* of a plea of  
*trespass on the case in Assumpsit.*

Damage *Three hundred* Dollars. And have then there this writ.

Witness, H. C. T. Ewing, Clerk of our said Court, at the Court-house, the *10<sup>th</sup>* day of

*April,* 19*10*, and in the 13*4<sup>th</sup>* year of the Commonwealth.

A Copy—Teste,

Clerk.

*H. C. T. Ewing,* Clerk.



To L Tucker 315

W. H. Taylor, Sons  
& Wife

SUMMONS IN ACTION OF

VS

Assumpsit

Tucker Consolidated  
Coke Co.

Duggan & Criddle p. q

For C. York

2nd April

Rules

Lee Circuit

Court

1910.

Executed on the 4th day of April, 1910, by delivering a true copy of the within summons in writing, to F. I. Tucker, in person, who is an agent of the within mentioned defendant foreign corporation against which this case is, in the county of Lee, and State of Virginia, in which county the said F. I. Tucker resides, and where his place of business is.

W. H. Tucker  
Sheriff of Lee County, Virginia.

Sheriff's fee paid  
by Plff.



Know all Men by these Presents, That we Louisville & Nashville Railroad Co  
H. J. Morgan C. T. Duncan C. R. Kester son & J. M. Wheeler  
are held and firmly bound unto the Commonwealth of Virginia, in the sum of Seven Hundred  
and fifty dollars, to the payment whereof, well and truly to be made to  
the said Commonwealth of Virginia, we bind ourselves and each of us, our and each of our heirs, executors  
and administrators, jointly and severally, firmly by these presents. And we hereby waive the benefit of our  
exemptions as to this obligation, and also of any claim, or right to discharge any liability to the Common-  
wealth arising under this bond, or by virtue of said office, post or trust, with coupons detached from bonds  
of this State. Sealed with our seals, and dated this 16<sup>th</sup> day of May  
one thousand <sup>nine</sup> ~~eight~~ hundred and Three.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas Louisville & Nashville  
Railroad Co J. M. Wheeler & Mollie Hesterson  
by petition to the Supreme Court of Appeals of the State of Virginia, has prayed and obtained an appeal from,  
and a supersedeas to, a decree of the Circuit Court of the County of Lee  
pronounced on the 9<sup>th</sup> day of March, 1890, in a suit depending in said  
court, in which Colige A Taylor & others were complainants  
and Hattie A Fulmer son and others are defendants  
and in which an appeal has been granted to the  
said Louisville & Nashville Railroad Co J. M. Wheeler  
and Mollie Hesterson

upon entering into bond with sufficient security in the clerk's office of the said Circuit court  
of the County of Lee, in the sum of Seven hundred  
and fifty dollars.

NOW, THEREFORE IF Louisville & Nashville Railroad Co  
J. M. Wheeler and Mollie Hesterson  
shall perform and satisfy the said decree in case the same be affirmed or the said appeal and supersedeas be  
dismissed, and shall also pay all damages, costs and fees which may be awarded against or incurred by  
them by reason of said appeal if said decree is affirmed  
then this obligation to be void, otherwise to remain in full force and virtue.

Louisville & Nashville Railroad Co  
by C. T. Duncan attorney  
C. R. Kester son  
J. M. Wheeler  
C. T. Duncan  
Harry J. Morgan Security

In the Clerk's Office of the \_\_\_\_\_ Court of the \_\_\_\_\_ of \_\_\_\_\_  
This day personally appeared before me \_\_\_\_\_, Clerk  
of the \_\_\_\_\_ Court of the \_\_\_\_\_ of \_\_\_\_\_  
\_\_\_\_\_, and made oath  
that \_\_\_\_\_ estate \_\_\_\_\_, after the payment of all \_\_\_\_\_ just debts, and those for which he \_\_\_\_\_ bound as  
security for others and expect \_\_\_\_\_ to have to pay, \_\_\_\_\_ worth the sum of \_\_\_\_\_  
\_\_\_\_\_ dollars, over and above all exemptions allowed by law.  
Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_, 189 \_\_\_\_\_.

\_\_\_\_\_  
Clerk.



Hattie A Fulkerson <sup>Admrx</sup> et al

to } APPEAL BOND.

Commonwealth



Know all Men by these Presents, That we J M Wheeler, C R Kesterson,  
W B Fulkerson, C A Bales, & W A Crockett  
are held and firmly bound unto the Commonwealth of Virginia, in the sum of \$100.00  
One hundred Dollars,  
to the payment whereof, well and truly to be made to the said Commonwealth of Virginia, we bind ourselves  
and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly  
by these presents. And we hereby waive the benefit of our exemptions as to this obligation, and  
also of any claim or right to discharge any liability to the Commonwealth arising under this bond, or by  
virtue of said office, post or trust, with coupons detached from the bonds of this State. Sealed with our  
seals, and dated this 21<sup>st</sup> day of June one thousand nine  
hundred and One.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas at a Circuit Court held for  
the County of Lee on the 8<sup>th</sup> day of June  
1901, in a certain suit in chancery then pending in the said court between Eliza A. Taylor  
et als plaintiff,  
and Hattie A. Fulkerson defendant,  
a decree was entered

and whereas, on the 8<sup>th</sup> of June, during the same term at which the  
said decree was entered, the said court, in order to allow the said Hattie A Fulkerson  
et als to apply for an appeal from said decree, made an order  
suspending the execution of the said decree for the period of four Months ~~days~~ from the date  
thereof upon the said Hattie A Fulkerson  
or some one for them giving bond before the clerk of said court in the penalty of \$100.00  
One hundred dollars, with condition according to law. And whereas it is  
the intention of the said Hattie A. Fulkerson et als  
to present a petition for an appeal from said decree. Now therefore if the said Hattie A  
Fulkerson et als shall pay all such damages as any person may sus-  
tain by reason of the said suspension, in case a supersedeas to the said decree shall not be allowed and be  
effectual within the said period of four Months ~~days~~, specified in the aforesaid order of the said  
court, then the above obligation to be void, or else to remain in full force.

Signed, sealed, acknowledged and de-  
livered in the presence of

J M Wheeler  
C R Kesterson  
W B Fulkerson  
C A Bales  
W A Crockett

In the Clerk's Office of the \_\_\_\_\_ Court of the \_\_\_\_\_ of \_\_\_\_\_  
This day personally appeared before me \_\_\_\_\_, Clerk  
of the \_\_\_\_\_ Court of the \_\_\_\_\_ of \_\_\_\_\_  
\_\_\_\_\_, and made oath  
that \_\_\_\_\_ estate, after the payment of all \_\_\_\_\_ just debts, and those for which he \_\_\_\_\_ bound  
as security for others and expect to have to pay \_\_\_\_\_ worth the sum of \_\_\_\_\_  
dollars, over and above all exemptions allowed by law.  
Given under my hand, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_  
\_\_\_\_\_  
Clerk.



*Hattie A. Fulkerson et als*

to {

SUSPENDING BOND.

Commonwealth.



This deed made this 20<sup>th</sup> day of March 1885, between Elizabeth Thomas widow of Joseph Thomas dec'd and Enell Harber and Nancy Jane Harber his wife, Hiram Mink and Arty M. Mink his wife & Joseph Ayers and Ellen Ayers his wife heirs at law of said Joseph Thomas dec'd of the first part, and Charles N. Morgan of the second part all of the County of Lee State of Virginia. Witnesseth that in Consideration of the sum of Six hundred & thirty dollars in hand paid and secured to be paid the receipt of which is hereby acknowledged the parties of the first part, do by these presents give, grant, bargain sell, deliver, release and convey unto the said Charles N. Morgan his heirs and assigns all their right, title & interest whether present or future absolute or contingent present or hereinafter to accrue in and to all that certain tract piece lot or parcel of land lying and being in said County of Lee in Chadwell Station about 25 miles west of Joursville and on Indian Creek



known in the neighborhood as Chad-  
well old Mill and which embraces  
about four acres of land + on which is  
situated at present a corn + flower mill  
and a water Saw Mill, The said  
Elizabeth Thomas conveys her dower  
in said property, The said Ewell  
Harber + wife convey their own interest  
therein, and the two interests ac-  
quired by purchase by the said Ewell  
from Etta Thomas and Vincent Cor-  
mory + Catharine Cormory his wife,  
The said Hiram Mink + wife conveys  
one share therein and the said  
Joseph Ayers + wife conveys one share  
therein. To have and to hold said  
lot or parcel of land, said Mills and  
and all other, the appurtenances  
thereunto belonging unto the said  
Charles N. Morgan and his heirs  
forever and the parties of the first  
part Covenant that they have a  
fee simple vested title thereto that  
they have an estate of inheritance  
therein, that the same is not  
encumbered and that they will  
warrant generally the title to the



same and they retain the vendors  
lien until the purchase money is  
paid. Witness the following signatures  
+ seals.

Elizabeth <sup>for</sup> Thomas (seal)

E. Haabr <sup>mark</sup> (seal)

Nancy Jane Harber (seal)

Hiram <sup>his</sup> Miuk (seal)

Arty M. <sup>mark</sup> Miuk (seal)

Joseph <sup>his</sup> Ayers (seal)

Ellen <sup>for</sup> <sup>mark</sup> Ayers (seal)

Virginia, Lee County to wit:

We, R. E. Crockett and J. W. Wood-  
ward two Justices of the peace in and  
for the County and State aforesaid  
do Certify that Elizabeth Thomas, Ewell  
Harber and Nancy Jane his wife,  
Hiram Miuk and Arty M. his wife  
and Joseph Ayers and Ellen his wife  
whose names are signed to the fore-  
going deed bearing date March the  
20<sup>th</sup> 1885 each personally appeared  
before us in the County aforesaid  
and acknowledged said writing to  
be their act and deed and Nancy  
Jane Harber wife of said Ewell,  
Arty M. Miuk wife of the said Hiram  
and Ellen Ayers wife of the said



Joseph, being examined by us privily  
and apart from their said husbands  
and having the deed aforesaid, fully  
explained to them declared that they  
had willingly signed and executed  
the same and did not wish to  
retract it. Given under our hands  
+ seals this 23 day of March 1885:

R. E. Crockett J.P. Seal

John W. Woodward J.P. Seal

Virginia Lee County Court Clerk's Office  
the 17<sup>th</sup> day of June 1885:

The foregoing and bearing date  
March 20<sup>th</sup>, 1885- between Elizabeth  
Thomas, Ewell Haber and Nancy  
J. his wife, Hiram Mick and Art  
M. his wife and Joseph Ayers and  
Ellen his wife parties of the first  
part, and Charles N. Morgan party  
of the second part, all of Lee County  
Virginia was this day admitted  
to record upon the Certificate of R.  
E. Crockett and John W. Woodward  
two Justices of the Peace for Lee  
County Va.

Teste: John R. Gibson Clerk

A Copy, Teste: B. M. Morgan Clerk.

Chas. N. Morgan  
Grove M. Reed  
Elizabeth Thomas et al.



Receiv



Hattie A. Fulkerson et al  
ads { In Chancery.

Eliza A. Taylor  
Exhibit with C. N.  
Morgan's answer.

"Thomas Deed"

C. N. Morgan  
From { Deed.

Elizabeth Thomas et al



Know all Men by these Presents, That we J. M. Wheeler, B. M. Morgan  
L. A. Bales W. L. Fulkerson W. A. Crockett and William Ely  
are held and firmly bound unto the Commonwealth of Virginia, in the sum of (71000.00) One  
Thousand dollars, to the payment whereof, well and truly to be made to  
the said Commonwealth of Virginia, we bind ourselves and each of us, our and each of our heirs, executors  
and administrators, jointly and severally, firmly by these presents. And we hereby waive the benefit of our  
exemptions as to this obligation, and also of any claim, or right to discharge any liability to the Common-  
wealth arising under this bond, or by virtue of said office, post or trust, with coupons detached from bonds  
of this State. Sealed with our seals, and dated this 10<sup>th</sup> day of February  
one thousand <sup>nine</sup> ~~eight~~ hundred and two

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas Hattie A. Fulkerson Admrx  
Cordia Bales, William Ely, James Ely, Catherine Ely, Nora Leslon, James  
Leslon, Eliza Leslon, Verda Leslon, Lucy Ely, Louisville & Nashville Railroad Co  
by petition to the Supreme Court of Appeals of the State of Virginia, has prayed and obtained an appeal from,  
and a supersedeas to, a decree of the Leicourt Court of the County of Lee  
pronounced on the 8<sup>th</sup> day of June, 1891, in a suit depending in said  
court, in which Eliza Taylor was Plaintiff and Hattie, A. Fulkerson  
Admrx, Cordia Bales, William Ely, James Ely, Catherine Ely, Nora Leslon  
James Leslon, Eliza Leslon, Verda Leslon, Lucy Ely, Louisville &  
Nashville Railroad Company, James M. Wheeler Jr. & Mallie  
Kesterson, were Defendants

upon entering into bond with sufficient security in the clerk's office of the said Leicourt court  
of the County of Lee, in the sum of (71000.00)  
One Thousand dollars.

NOW, THEREFORE IF Cordia Bales, William Ely, Jennie, H. Fulkerson, Louisville  
& Nashville Railroad Company, James M. Wheeler & Mallie Kesterson  
shall ~~perform and satisfy the said decree~~ <sup>pay all costs and damages</sup> in case the ~~same~~ <sup>decree</sup> be affirmed or the said appeal and supersedeas be  
dismissed, and shall also pay all damages, costs and fees which may be awarded against or incurred by  
said Cordia Bales, William Ely, Jennie, H. Fulkerson, Louisville & Nashville  
then this obligation to be void, otherwise to remain in full force and virtue.

J. M. Wheeler Jr.  
W. L. Fulkerson  
B. M. Morgan  
L. A. Bales  
W. A. Crockett  
W. Ely

SEAL  
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SEAL

In the Clerk's Office of the \_\_\_\_\_ Court of the \_\_\_\_\_ of \_\_\_\_\_  
This day personally appeared before me \_\_\_\_\_, Clerk  
of the \_\_\_\_\_ Court of the \_\_\_\_\_ of \_\_\_\_\_  
that \_\_\_\_\_ estate, after the payment of all \_\_\_\_\_ just debts, and those for which he \_\_\_\_\_ bound as  
security for others and expect \_\_\_\_\_ to have to pay, \_\_\_\_\_ worth the sum of \_\_\_\_\_  
\_\_\_\_\_ dollars, over and above all exemptions allowed by law.  
Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_, 189\_\_\_\_\_  
\_\_\_\_\_  
Clerk.

Witness my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 189\_\_\_\_\_  
James M. Wheeler & Mallie Kesterson



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Hattie A. Fulkerson <sup>et als</sup>

to } APPEAL BOND.

Commonwealth



Virginia,

In the Clerk's Office of the Circuit Court of the County of Lee.

Eliza A. Taylor,

Plaintiff.

vs.

In Chancery.

Hattie A. Fulkerson in her own right and as administratrix of L.D. Fulkerson, deceased, Jennie Fulkerson, wife of W.C. Fulkerson, Lucy Ely, a lunatic, Cordia Bales, wife of \_\_\_\_\_ Bales, James Ely *Catharine Ann Ely*, Wm. Ely, J.M. Wheeler, Jr., Mollie Kesterson, C.R. Kesterson, Nora Colson, James Colson, Lela Colson, Verda Colson, C.N. Morgan, Mary Morgan, C.E. Fulkerson, Granville, Smith, Elizabeth Smith, Wm. A. Crockett, the Louisville and Nashville Railroad Company, Chas. E. Baylor, S.M. and R.B. Beatty, Adms. of John M. Beatty, deceased, The Citizens Bank and Trust Co., Maggie J. Carnes, Bank of Cumberland Gap, Bank of Shawanee, H. C. T. Richmond, R.J. Fulkerson, W.W. Bales, J.A.G. Hyatt, J.C. Vanoy and Sarah Vanoy.... Defendants.

This day L.T. Hyatt, attorney for the plaintiff, personally appeared before me, A.B. Munsey, Clerk of the Circuit Court for said County, and being duly sworn, made oath that Cordia Bales, Granville Smith, Elizabeth Smith, W.W. Bales, R.J. Fulkerson, J.C. Vanoy and \_\_\_\_\_ Vanoy, his wife, are not residents of the State of Virginia, Given under my hand this the 19th day of September, 1899.

A.B. Munsey, Clerk.



Eliza A. Taylor.

3 Affidavit  
vs 2 for Order of  
2 Publication

Hattie A. Fulkerson et als.



VIRGINIA--In the clerk's office of the circuit court for the County of Lee, on the 19th day of September, 1899.

Eliza A. Taylor, .....Plaintiff.

vs.

In Chancery.

Hattie A. Fulkerson, in her own right and as administratrix of the estate of L.D. Fulkerson, deceased; Jennie Fulkerson, Lucy Ely, Cordiah Bales, James Ely, Wm. Ely, J.M. Wheeler, Jr., Mollie Kesterson, C.R. Kesterson, Nora Colson, James Colson, Lela Colson and Verda Colson, the four last named being infants under the age of twenty-one years and heirs at law of Margaret S. Colson, deceased, C.N. Morgan, Mary Morgan, C.E. Fulkerson, Granville Smith, Elizabeth Smith, Wm. A. Crockett, the Louisville and Nashville Railroad Company, a corporation doing business in Virginia, Chas. E. Baylor, S.M. & R.B. Beaty, Admsrs. of J.M. Beaty, deceased, The Citizens Bank & Trust Co., a corporation, Maggie J. Carnes, Bank of Cumberland Gap, a corporation, Bank of Shawanee, a corporation, H.C.T. Richmond, R.J. Fulkerson and J.A.G. Hyatt, W.W. Bales, Catherine Ann Ely, John C. Vanoy and \_\_\_\_\_ Vanoy, his wife, .....Defendants.

The object of this suit is to collect a judgment rendered by the circuit court of Lee county, on the law side thereof, on the 15th day of March, 1893, in favor of the plaintiff against L.D. Fulkerson, now deceased, for the sum of four hundred and thirty-two dollars (\$432.00), with legal interest thereon from the 22nd day of May, 1892, till paid and \$8.04 costs, and to enforce the lien of said judgment against the following tracts of land to wit: First, a tract of land conveyed by L.D. Fulkerson and wife to C.E. Fulkerson by deed dated June 20th 1892, and recorded in Lee county Deed Book No. 31, page 198, and now owned by W.A. Crockett; Second, a tract of land conveyed by the said L.D. Fulkerson and wife and others to



James M. and Moses L. Ely, by deed dated June 24th 1892, and recorded in Lee county Deed Book No. 31, page 88; Third, a tract of land conveyed by the said L.D. Fulkerson and others to C.R. Kesterson, by deed dated August 31st, 1894, and recorded in Lee county Deed Book No. 30, page 482; and the further object of this suit is to compel the payment of cert in older judgment liens than that of plaintiff in favor of Chas. Baylor and others against the said L.D. Fulkerson by an encroachment of the lien of the same against two tracts of land as follows: First, a tract conveyed by the said L.D. Fulkerson and wife to J.M. Wheeler, by deed dated Oct. 4th, 1887, and recorded in Lee county Deed Book No. 22, page 572; and second, a tract of land conveyed by the said L.D. Fulkerson and wife to the said J.M. Wheeler, by deed dated February 5th, 1890, and recorded in Lee county Deed Book No. 25, page 9, so as to allow the plaintiff to collect her said judgment lien upon the three tracts herein first named.

And an affidavit having been made and filed that Cordia Bales, Granville Smith, Elizabeth Smith, R.J. Fulkerson, John C. Vanoy and \_\_\_\_\_ Vanoy, his wife, and W.W. Bales are not residents of the State of Virginia, it is ordered that they do appear here within fifteen days after due publication hereof, and do what may be necessary to protect their interest in this suit. And it is further ordered that a copy hereof be published once a week for four successive weeks in the Southwestern Virginian, and that a copy be posted at the front door of the court-house on the first day of the next term of the county court.

A.B. Mursey, Clerk

L.T. Hyatt, p.q.

-----  
Virginia, Lee county, to wit:

I, \_\_\_\_\_, in and for said county, do



I, A.B.Munsey, Clerk of the circuit court for said county, do certify that on the 16th day of October, 1899, that being the first day of the October term, 1899, of the county court for said county, I posted a copy of the foregoing Order of Publication at the front door of the court-house of said county, and that said October term was the first term of said court after the date of the said Order.

Given under my hand this the 17<sup>th</sup> day of October, 1899.

*A.B. Munsey Clerk*



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Elija A. Taylor  
vs } Order of Pub-  
} lication.

Hattie A. Fulkerson  
et als.

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To L.H.Baylor and Jennie H.Baylor Executors of the last will and testament of Charles E.Baylor deceased:

You will please take notice that on Friday the 7th day of June 1901. at the Court house in Jonesville, I will move the ~~Said Court, sitting~~ Circuit Court of Lee County sitting in open Court to quash the execution issued on the decree of the circuit Court of said county, issued on a decree pronounced by said court on the 3rd day of September 1887, in favor of C.E.Baylor and against L.D.Fulkerson curator of the estate of Charles Daugherty deceased, said decree having been pronounced in the Chancery cause then pending in said court in which A.Edmondson guardian &c was Plaintiff and L.D.Fulkerson curator &c and others were defendants, because said execution was prematurely issued

Very respectfully &c

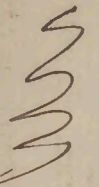
Hattie A.Fulkerdon Adminisrator  
of L.D.Fulkerson deceased.

o  
B.H.Sewell Attorney

By Counsel



Hattie A Fullerton  
Admr 16

vs  Notice

L H Baylor et al ex-

ecuted by delivering  
a true copy of this notice  
to L H & Jennie H Bay-  
lor exutors of the  
~~last will & testament~~  
of G. E. Baylor decen-  
ed This the 5<sup>th</sup> day of  
June 1901.

W. J. Mideham, S. L. C.

Filed in open Court  
and by leave thereof  
June the 7<sup>th</sup> 1901

A. B. Munsey Clerk



The Commonwealth of Virginia:

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, that you summon *Hattie A. Fulkerson, in her own right and as Administratrix of the Estate of C. D. Fulkerson, deceased; Lucy Ely, a lunatic and the widow of James M. Ely, deceased; Jennie Fulkerson, wife of W. C. Fulkerson, Cordia Bales, wife of Bales, James Ely, Wm Ely and Catherine Ann Ely, the five last named being children and heirs at law of James M. Ely, deceased, and devisees of Moses E. Ely, deceased; J. M. Wheeler, Jr., Mollie Hesterson, wife of C. R. Hesterson, Nora Colson, James Colson, Lela Colson and Verda Colson, the four last named being infants and heirs at law of Margaret S. Colson, deceased; The said J. M. Wheeler, Jr., Mollie Hesterson and said four Colson children being the heirs at law of J. M. Wheeler, Sr., deceased; C. R. Hesterson; C. N. Morgan and Mary Morgan, his wife; C. E. Fulkerson; Granville Smith and Elizabeth Smith, his wife; Wm A. Crockett; the Louisville & Nashville Railroad Company, a corporation doing business in Virginia; Lehas E. Baylor; S. M. & R. B. Beatty, Attorns. of the Estate of John M. Beatty, deceased; The Citizens Bank & Trust Co., a corporation; Maggie J. Carnes; Bank of Cumberland Gap, a corporation; Bank of Shawnee, a corporation; N. C. T. Richmond; R. J. Fulkerson; W. W. Bales; J. A. G. Hyatt; and John C. Vasey and Sarah Vasey, his wife*

to appear at the Clerk's Office of the Circuit Court of the County of Lee, at the rules to be held for the said Court on the 3rd Monday in October, 1899, to answer a bill in chancery, exhibited against them in our said court by

Eliza A. Taylor

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the court-house, the 21st day of September 1899, and in the 124th year of the Commonwealth.

A. B. Munsey Clerk



Virginia, Lee county, to wit:

I, A.B.Munsey, Clerk of the county court for said county, do certify that C.C.Hyatt this day personally appeared before me in my office and made oath that on the 25th day of September, 1899, he delivered an attested office copy of the within Subpoena to each of the following parties, in person, to wit: J.A.G.Hyatt, S.M.Beaty, Wm.A.Crockett, C.E.Fulkerson, Mary Morgan, Mollie Kesterson, Hattie A.Fulkerson; that on the same day he delivered a like copy to Sam Fulkerson, Agent for the Louisville & Nashville Railroad Company, *for said Co.* at the depot at Ewing, Va.; that on the same day he delivered a

like copy to Mary Morgan, wife of and a member of the family of C. N.Morgan, *over 16 years of age* for the said C.N.Morgan, who was found at the usual place of abode of the said C.N.Morgan and the said C.N.Morgan not being found at his usual place of abode, to whom he explained the purport of said subpoena; that on the same day he delivered a like copy to Mollie Kesterson, wife of and a member of the family of C.R.Kesterson *over the age of Sixteen years*, to whom ~~He~~ explained the purport of said subpoena, for said C.R.Kesterson, the said C.R.Kesterson being absent from his usual place and the said Mollie Kes-

—terson being at the usual place of abode of the said C.R.Kesterson; that on the same day he delivered like copies to W.C.Fulkerson for Jennie Fulkerson, James Ely, William Ely and Catherine Ann Ely, he being a member of their family over the age of 16 years and found at their usual place of abode, to whom he explained the purport of said summon, and the said parties being absent from their usual place of abode; that on the same day he delivered a like copy to Mrs.Sallie Myers for J.M.Wheeler, Jr., *at his residence* she being a member of the family of said Wheeler over the age of 16 years to whom I explained the purport of said subpoena, the said Wheeler being absent from his usual place of abode; that on the 26th day of September, 1899, he delivered like copies to James Colson ~~and~~ H.C.T.Richmond and R.B.Beaty, in person; that on the same day he delivered ~~like copies~~ like copies to W.G.Colson for Nora, Lela and Verda Colson; and that on the same day he delivered a like copy to J.H.S.

Morrison, President of Bank of Cumberland Gap, that all of said ~~xx~~ copies were delivered in Lee county, Virginia.

Given under my hand that the 27th day of September, 1899.

*A.B. Munsey Clerk*

Form No. 300.

*Eliza A. Taylor*

SUBPOENA  
IN  
CHANCERY.

vs.

*Hattie A Fulkerson*

*C.C. Hyatt*

*To 2nd October*

*1899. Circuit*



The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU THAT YOU SUMMON

*G. B. Burchett*

*a Comm. in Chancery*  
to appear before ~~the Judge~~ of our Circuit Court of the County of Lee, at the court-house  
thereof, on the *11<sup>th</sup>* day of *March, 1901* ~~189~~, to testify and the truth to say  
in behalf of the *plffs*, in a certain matter of controversy in our said court  
before the said Judge depending and undetermined between

*Eliza A. Gaylor*

Plaintiff, and

*Hattie A. Fulkerson et al.*

, Defendants. And this *you*

shall in no wise omit, under the penalty of £100. And have then there this writ.

Witness, A. B. MUNSEY, Clerk of our said court, at the court-house the *7<sup>th</sup>* day of  
*March 1901* ~~189~~, and in the *12<sup>th</sup>* year of the Commonwealth.

*A. B. Munsey Clerk*



Eliza A Taylor

U.S.

SUBPOENA  
FOR  
WITNESS.

Hattie A Tucker  
son et al

Circuit Court,

the 11 day of July

1890

Executed march  
the 9th (40) by  
Jameson G. B. Ben  
nett. to appear before  
a commission on  
January 4, Va  
W. J. M. L. C.



**CERTIFICATE OF  
ORDER OF PUBLICATION.**

I, A. M. Goins, Editor of the **SOUTH-WEST VIRGINIAN**, a weekly newspaper published at Jonesville, Lee County, Va., do hereby certify that the annexed notice was published in said paper once a week for four successive weeks,

commencing on the 21 day of

Sept, 1899.

A. M. Goins, EDITOR.

FEE, \$18.00

VIRGINIA—In the clerk's office of the circuit court for the county of Lee, on the 19th day of September, 1899.

Eliza A. Taylor, Plaintiff.

VS.

—In Chancery.

Hattie A. Fulkerson, in her own right and as Administratrix of the Estate of L. D. Fulkerson, deceased; Jennie Fulkerson, Lucy Ely, Cordia Bales, James Ely, Wm. Ely, J. M. Wheeler, Jr., Meilie Kesterson, C. R. Kesterson, Nora Colson, James Colson, Lela Colson and Verda Colson, the four last named being infants under the age of twenty-one years and heirs at law of Margaret S. Colson, deceased, C. N. Morgan, Mary Morgan, C. E. Fulkerson, Granville Smith, Elizabeth Smith, Wm. A. Crockett, the Louisville and Nashville Railroad Company, a corporation doing business in Virginia, Chas. E. Baylor, S. M. & R. B. Beaty, Adms. of J. M. Beaty, deceased, The Citizen's Bank and Trust Co., a corporation, Maggie J. Carnes, Bank of Cumberland Gap, a corporation, Bank of Shawanee, a corporation, H. C. T. Richmond, R. J. Fulkerson and J. A. G. Hyatt, W. W. Bales, Catherine Ann Ely, John C. Vanoy and ——— Vanoy, his wife, Defendants.

The object of this suit is to collect a judgment rendered by the Circuit Court of Lee County, on the law side thereof, on the 15th day of March, 1893, in favor of the plaintiff against L. D. Fulkerson, now deceased, for the sum of four hundred and thirty-two dollars (\$432.00), with legal interest thereon from the 22nd day of May, 1892, till paid and \$8.04 costs, and to enforce the lien of said judgment against the following tracts of land to wit: First, a tract of land conveyed by L. D. Fulkerson and wife to C. E. Fulkerson by deed dated June 20th 1892, and recorded in Lee county Deed Book No. 31, page 198, and now owned by W. A. Crockett; Second, a tract of land conveyed by the said L. D. Fulkerson and wife and others to James M. and Moses L. Ely, by deed dated June 24th 1892, and recorded in Lee County Deed Book No. 31, page 88; Third, a tract of land conveyed by the said L. D. Fulkerson and others to C. R. Kesterson, by deed dated August 31st, 1894, and recorded in Lee County Deed Book No. 30, page 482; and the further object of this suit is to compel the payment of certain older judgment liens than that of plaintiff in favor of Chas. E. Baylor and others against the said L. D. Fulkerson by an enforcement of the lien of the same against the two tracts of land, as follows: First, a tract conveyed by the said L. D. Fulkerson and wife to J. M. Wheeler, by deed dated Oct. 4th, 1887, and recorded in Lee county Deed Book No. 22, page 572; and Second, a tract of land conveyed by the said L. D. Fulkerson and wife to the said J. M. Wheeler, by deed dated February 5th, 1890, and recorded in Lee county Deed Book No. 25, page 9, so as to allow the plaintiff to collect her said judgment lien upon the three tracts herein first named.

And an affidavit having been made and filed that Cordia Bales, Granville Smith, Elizabeth Smith, R. J. Fulkerson, John C. Vanoy and ——— Vanoy his wife, and W. W. Bales are not residents of the State of Virginia, it is ordered that they do appear here within fifteen days after due publication hereof, and do what may be necessary to protect their interest in this suit. And it is further ordered that a copy hereof, be published once a week for four weeks in the Southwest Virginian, and that a copy be posted at the front door of the court house on the first day of the next term of the county court.

A copy--Teste:

A. B. MUNSEY, Clerk.

L. T. Hyatt, p. q.

9-21-99-4t



ORDER OF PUBLICATION.

Eliza H. Taylor

VS.

IN CHANCERY.

Hattie A. Fulkerson

FEE

\$18.00